# EXHIBIT 1A

### CERTIFICATE OF COPYRIGHT REGISTRATION



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

REGISTER OF COPYRIGHTS

FORM PA UNITED STATES COPYRIGHT OFFICE REGISTRATION NUMBER

PAu 1 053 089

EFFECTIVE DATE OF REGISTRATION

88 22 Day

OFFICIAL SEAL

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE. USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ♥

Don't Worry, Be Happy PREVIOUS OR ALTERNATIVE TITLES V

NATURE OF THIS WORK ♥ See restructions

Words & music

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AUTHOR'S NATIONALITY OR DOMICILE WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Was this contribution to the work a work made for hire" ☐ Yes Yes | No Citizen of Anonymous? OR { Domiciled in P-□ No Pseudonymous? ☐ Yes ☐ No

If the answer to esthe OF STABLE COMMISSIONS IS

f these questions :

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed.

NAME OF AUTHOR V

DATES OF BURTH AND DEATH

Was this contribution to the work a work made for hire"? ☐ Yes

AUTHOR'S NATIONALITY OR DOMICILE of Country Citizen of P OR Citizen w. \_\_\_\_\_ Domiciled in >.

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YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cause.

Complete this information Month D \_ ONLY If this work has been published.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Robert Keith McFerrin, Jr.

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimanns) obtained ownership of the copyright.

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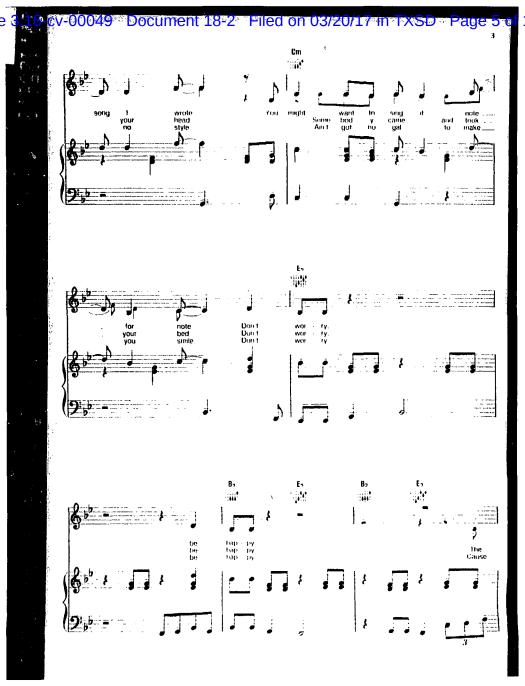
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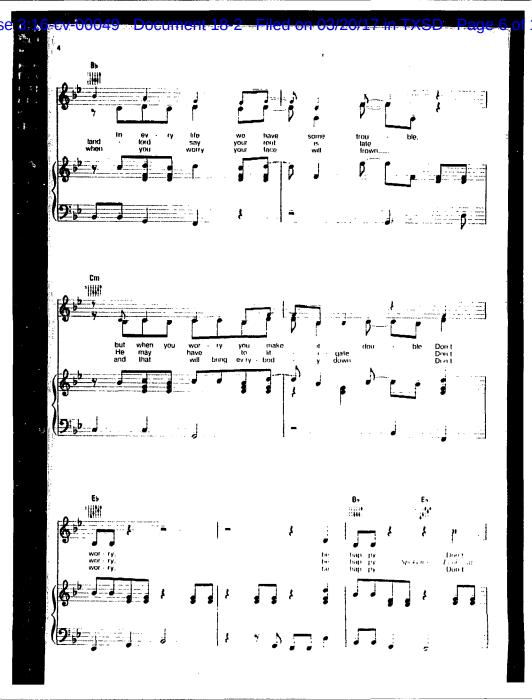
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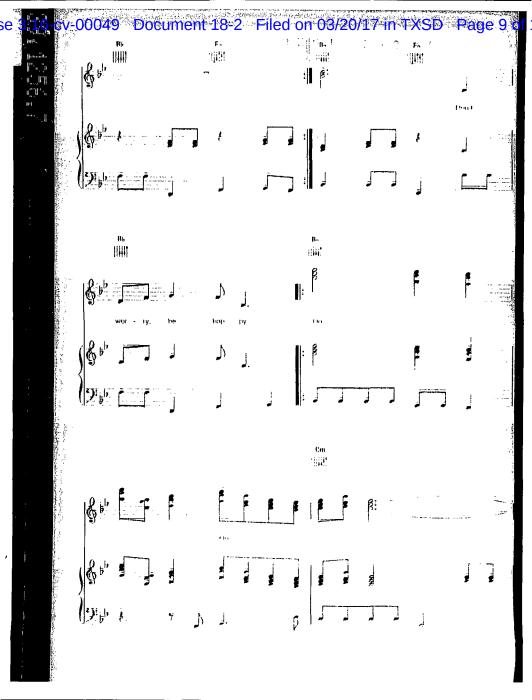
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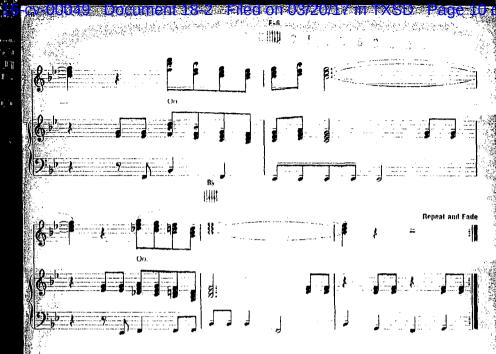
# DON'T WORRY, BE HAPPY











#### Spoken Ad Lib. Over Repeat and Fade:

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PROB DOBLEM MUSIC

PHAL LEONARD PUBLISHING CORPORATION

\$2,95 #8.A 1"BMI". a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019 and ROBERT MC FERRIN, JR.

n Individual doing business as PROBNOBLEM MUSIC

"Publisher": whose address is G/O Jon Maxman, Esq., 111 W. 57th Street,

Suite 1120, New York, N.Y. 10019

#### WITNESSETH:

#### SECOND: As used in this agreement, the word "works" shall mean:

- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-nusical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-o-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership or copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein. Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all of the works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such work publicly, by means of radio and television or for archive or audition purposes and not for sale to the public or for synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations.
- C. The non-exclusive right to adapt or arrange any part or all of any of the works for performance purposes, and to license others to do so.

#### FOURTH:

- A. The rights granted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or license the performance of more than one tong or aria from a dramatic or dramaticomusical work which is an opera, operate, or musical show or more than five 15) minutes from a dramatic or dramatico-musical work which is a hallet if such performance is accompanied by the dramatic action, coatumes or scenery of that dramatic or dramaticomusical work.
- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereforemances of works comprising more than thirty 130 minutes of a dramatic or dramatico-muscled work, but this right shall not apply to such performances from (1) a score originally written for and performed as part of a theatrical or television film, (2) a score originally written for and performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher retains the right to issue non-exclusive licenses for performances of a work or works to their than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license BMI is given written notice of the tibles of the works and the nature of the performances so licensed by Publisher.

#### FIFTH:

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has performing rights:

(1) For performances of works on broadcasting stations in the United States, its territories and possessions BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

It is acknowledged that BMI licenses the works of its affilia as for performance by non-broadcasting means, but that unless and until such time as feasible methods can be devised for tabulation of and payment for such performances, payment will be based solely on broadcast performances. In the event that during the term of this agreement BMI shall es ablish a system of separate payment for non-broadcasting performances, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to the other compositions.

- (2) For performances of works outside of the United States, its territories and possions BMI will pay to Publisher all monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of forcign performance royalties earned by any of the works after the deduction of BMI's then current handling charge applicable to its affiliated publishers.
- (3) In the case of works which, or rights in which, are owned by Publisher jointly with one or more other publishers who have granted performing rights therein to BMI, the sum payable to Publisher under this subparagraph A chall be a per rate share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the foregoing provisions of this paragraph FIFTH, BMI shall have no obligation to make payment bereunds with respect to (1) any performance of a work which occurs viole to the dashed on which BMI shall have received from Publisher all of the material with resp. 1 to such work referred to in sub-paragraph A of paragraph TeMP hereof, and in the case of foreign performances, the information referred to subparagraph B of paragraph FOURTEE-STILL thereof, or (2) any performance as to which a direct license as de-

SIXTH:. BMI will furnish statements to Publisher at least twice during each year of the term showing the number of performances of the works as computed pursuant to subparagraph A(1) of paragraph FIFTH hereof, and at least once during each year of the term showing the monitors received by BMI referred to in subparagraph A(2) of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for advances or amounts due to BMI from Publisher.

#### SEVENTH:

A. Nothing in this agreement requires BMI to continue to license the works subsequent to the termination of this agreement. In the event that BMI continues to license any or all of the works, however, BMI shall continue to make payments to Publisher for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such works to any other licensing organization. The amounts of such performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten [10] days from the making of such grant or purported grant and if Publisher falls so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant purported grant publisher falls and the such grant or purported grant publisher addressed to Publisher State known address. whether Publisher has made any such grant or purported grant and Publisher falls to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant and Publisher has not made any such grant or purported grant and RMI makes payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher share of foreign performance royalities earned by any of the works. Payment of such foreign royalities shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers.

C. In the event that BMI has reason to believe that Publisher will receive or is receiving payment from a performing rights licensing organization other than BMI for or hased on United States performances of one or more of the works during a period when such works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI of the amount so paid to Publisher by such other organization or that Publisher has not been so paid. In the event that Publisher has been so paid, the monits payable by BMI to Publisher for such performances during such period shall be reduced by the amount of the payment from such other organization. In the event that hisher does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such works during such period.

EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an uncerned balance of advances paid to Publisher by BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall notify BMI by createred or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances has been fully recouped by BMI.

#### NINTH:

at any time, any work which in BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any work which in BMI's opinion (1) is similar to a previously existing composition and might contain the a copyright infringement, or (2) has a title or music or lyric similar to that of a previously exiting composition and might lead to a claim of unfair competition, or (3) is offensive, in bad taste or against public morals, or (4) is not reasonably suitable for performance.

B. In the case of works which in the opinion of BM1 are based on compositions in the public domain. BM1 shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such work from this agreement, or (2) to classify any such work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI is such work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher, In the event that a work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Fublisher of the credit allocated to such work, to terminal all rights in such work granted to BMI herein and all such rights of BMI in such work shall revert to Publisher thirty (30) days after the date of such notice from Publisher to BMI.

#### TENTH

A. With respect to each of the works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) Two copies of a completed clearance sheet in the form supplied by BMI, unless a cue sheet with respect to such work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.

(2) If such work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other works, such copy need be furnished only if requested by BMI pursuant to subsection (c) of subparagraph D(2) of this paragraph TENTH.

(3) If such work has been or shall be synchronized with or otherwise used in connection with motion picture or relevision film or tage, a cue sheet showing the title, composers, publisher and nature and duration of the use of the work in such film or tage.

B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to works herenofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the works herenofers so published, recorded, synchronized or likely to be performed prior to the 2° to 01 publication or release of the recording, film or tape or anticipated performance.

C. The submission of each clearance sheet or cue sheet shall constitute a warranty by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the works listed thereon has been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is

#### (2) At BMI's request:

- (a) To register each unpublished and published work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To record in the United States Copyright Office in accordance with the Copyright Law of the United States any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publish or sub-publish any of the works.
- (c) To obtain and deliver to BMI copies of: unpublished and published works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any of the documents referred to in sub-section (b) above.
- E. Publisher agrees to give BMI prompt notice by registered of certified mail in each instance when, pursuant to the Copyright Law of the United States. (1) the rights granted to BMI by subsider in any work shall revert to the writer or the

#### ELEVENTH: Publisher warrants and represents that:

- (A). Publisher has the right to enter into this agreement; Publisher is not bound by any priors commitments which office with its undertakings herein; the rights granted by Publisher to BMI herein are the sold and exclusive property of Publisher and are free from all entemphrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance sheet or cue sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has exclusive performing rights in each of the works by virtue of written grants thereof to Publisher signed by all the authors and composers or other owners of such work.

#### TWFI.FTH

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any work by BMI or its licensees.
- B. Upon the receipt by any of the parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder. BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such payers or true copies thereof; and BMI shall be object to participate by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- THIRTEENTH: Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, to do all acts, take all proceedings, and execute, acknowledge and deliver any ond all instrumes, papers, documents, process or pleadings that may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or the infringement or other violation of the said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the works may stand, and to discontinue, compromise or refer to arbitration, any waterious or proceedings or to make any other disposition of the dispates in relation to the works: provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit.

#### FOURTEENTH:

this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (heich-after called "foreign territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the works for any foreign territory for which, at the time such request is eviced, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, than any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights to everying such foreign territory and shall have notice the Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publisher's performance royalties earned by any or all of the works in any foreign territory as part of an agreement for the publication, exploitation or representation of such works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the works are granted for any foreign territory. Such notice shall set forth the title of the work, the country or countries involved, the period of such grant, the name of the person, firm, emporation or association entitled to collect performance royalties earned in the foreign territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all works as to a birth Publisher has, prior to the effective date of this agreement, granted to any encorporation or association performing rights and/or the right to collect publisher performance royalties earned in any foreign territory.

share of performance royalities earned by any of the works in any foreign territorry. Publisher shall promptly pay such royalities to the writer or writers of the works involved. If Publisher is unable for any reason to locate and make payment to any of the writers involved within six (6) months from the date of receipt, the amounts due such writers shall be returned to BMI.

#### FIFTEENTH:

- A. Publisher agrees that Publisher, its agents, employees, representatives or affiliated companies, will not directly or indirectly during the term of this agreement:
- (1) Solicit or accept payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(3) Permit Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submit to BMI, as one of the works to come within this agreement, any musical composition with respect to which any payments described in subparagraph A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, form, corporation or association.

B. Publisher agrees that Publisher, its agents, employees or representatives will not directly our indirectly during the term of this agreement make any effort to ascertain from, or offer any inducement or consideration to, anyone, including but not limited to any broadcasting theresee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt it an any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.

C. Publisher agrees to notify BMI, promptly in writing (1) of any change of firm name of Publisher, and (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraphs A, B or C of this pragraph FIFTEENTH, BMI shall have the right, in its sole discretion, to terminate this agreement by giving Publisher at least thirty (30) days notice by regiscred-or certified mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by it pursuant to paragraph TWENTIETH hereof shall be returned by the post office, or (2) monits shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirt; (30) days 'notice by registered or certified mail dersest to the last address furnished by Publisher pursuant to paragraph TWENTIETH hereof and, in the case of the death of a sole proprietor, to the representative of said proprietor's eatste, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTERNII: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankrupty, such a petition shall be filed against Publisher. Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property. Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or any orthor applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all works for which clearance sheshall have theretofore been submitted to BMI and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: Any controversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be settled by arbitration in the City of New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award of the arbitrator may be entered in any yourt having jurisdiction thereof. Such award shall include the fixing of the expenses of the arbitration, including reasonable attorney. Sees, which shall be borne by the unsuccessful party.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of us rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terms of this agreement shall beyalld if addressed to Publisher at the last address to furnished by Publisher.

TWENTY-FIRST: This agreement cannot be changed orally and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS: WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

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45-24-090-

BY PROBNOBLEM MUSIC

Title of Signer) Owner.

ROBERT MC FERRIN, JR.

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	ATE	This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.  REGISTER OF COPYRIGHTS United States of America	FORM PA  UNITED STATES COPYRIGHT OFFICE  REGISTRATION NUMBER  119-230  PA PA PAU  EFFECTIVE DATE OF REGISTRATION October 23, 1981. (Month) (Day) (Year)			
		OT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUAT				
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2 Authorisi	1	MPORTANT: Under the law, the "author" of a "work made for hire" is generally the employer of that part, and leave the space for dates blank.  NAME OF AUTHOR:  STEPHANIE NICKS p/k/a STEVIE NICKS Was this author's contribution to the work a "work made for hire"? Yes. No.X  AUTHOR'S NATIONALITY OR DOMICILE:  Chizen of Name of Country)  WORDS & MUSIC  NAME OF AUTHOR:  Was this author's contribution to the work a "work made for hire"? Yes. No.X  AUTHOR OF: (Briefly describe nature of this author's contribution)  WORDS & MUSIC  NAME OF AUTHOR:  Citizen of Name of Country)  Or Domiciled in Name of Country)  AUTHOR'S NATIONALITY OR DOMICILE:  Citizen of Name of Country)  Or Domiciled in Name of Country)  AUTHOR OF: (Briefly describe nature of this author's contribution)	DATES OF BIRTH AND DEATH:  Born			
	3	NAME OF AUTHOR:  Was this author's contribution to the work a "work made for hire"? Yes No  AUTHOR'S NATIONALITY OR DOMICILE:  Citizen of	"Yes," see detailed instructions attached  DATES OF BIRTH AND DEATH:  Born Died (Year)  WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:  Anonymous? Yes No Pseudonymous? Yes No if the answer to eather of these questions is "Yes," see detailed instructions attached			
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Claimant(s)	18 Lo	80 Century Park East #900 is Angeles, CA. 90067  NSFER: (If the copyright claimant(s) named here in space 4 are different from the author() ant(s) obtained ownership of the copyright) WELSH WITCH MUSIC is a fic STEPHANIE NICKS.				
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DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.)  Name.  Account Number.  ERTIFICATION: # I, the undersigned, hereby certify that I am the: {Che Deuthor Dother copyright claimant Downer of exclusive right(s) Mountained in the work identified in this application and that the statements made by me Handwritten signature: (X).	CORRESPONDENCE spondence about this application of Copyrigh (Cony)  Los Angel (Cony)  agent of Copyrigh (Name of authors)  rshall M. Gelfa  CH MUSIC eldman  #900	plication should be sent.)  ien - WELSH WITCH MUSIC d, Rennert & Feldman ury Park East #900  (April es, CA, 90067 (State) (ZP)  it claimant or or other copyright claract or owner of each owner can be set to the best of my knowledge.	Fet and Correspond Once On the Correspond

 <sup>17</sup> U.S.C. \$506(e) FALSE REPRESENTATION—Any person who knowingly makes a lake representation of a material fact in the application for copyright registration provided for by section 409 or in any written statement falled in connection with the application, shall be fined not more than \$2,500 a U.S. EGNYBANSENT PRINTING OFFERSES 1981-843-21875.

# Case 3:16-cv-00049 Document 18-2 Filed on 03/20/17 in TXSD Page 17 of 182

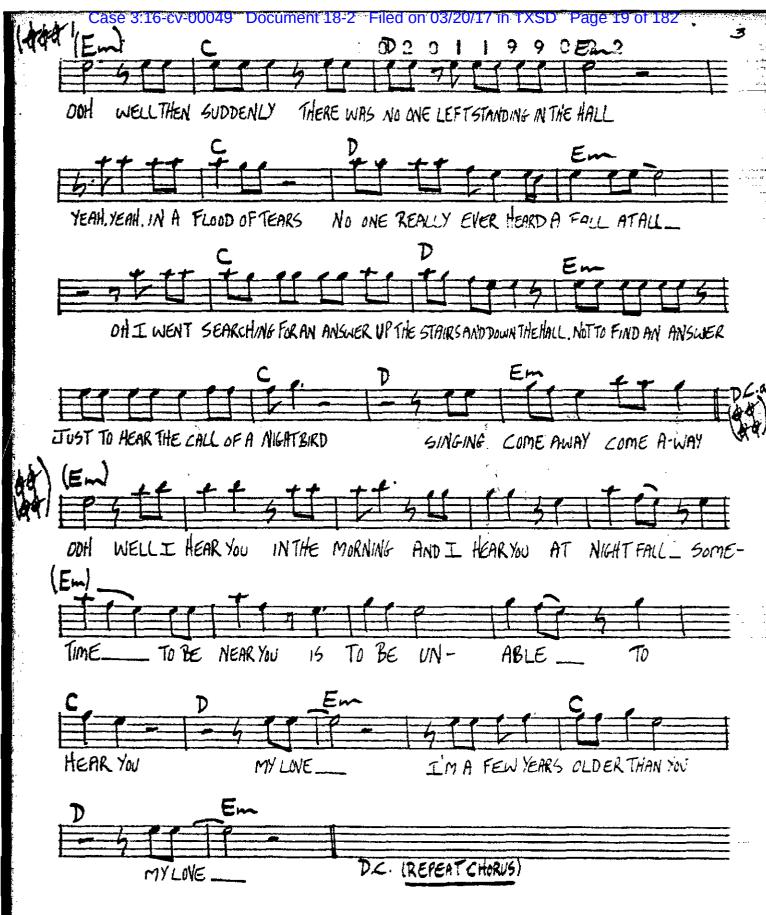
WORDS AND MUSIC BY STEPHANIE NICKS (ala STEVIENICKS)



V-39-7







Case 3:16-cv-00049 Document 18-2 Filed on 03/20/17 in TXSD Page 20 of 182

RIDER TO AGREEMENT DATED August 20, 1984 BETWEEN
(Date of basic)  EMI AND WELSH WITCH MUSIC
ENG AND WELSH WITCH MUSIC  (BNG contract name of publisher)
(Brit Contract Raile Or Subitshell)
Paragraph FIRST of the Agreement to which this Rider
is attached is hereby deemed deleted and replaced with the
following:
FIRST: The term of this agreement shall be the period
from July 1, 1983 to June 30, 1985, and
from July 1, 1983 to June 30, 1985 and
continuing thereafter unless terminated by either party as of
said date, upon notice by registered or certified mail not more
said date, whom wester placement of selectives were not a
than six months or less than sixty (60) days prior to said date.
or as of the end of any additional six-month period upon not less
than sixty (60) days' prior notice by registered or certified
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6-month extension for new publisher affiliate or current publisher affiliate being given new basic

P 6-ND/R--8/83

AGREEMENT made on May 18, 2003 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and Stephanie Nicks an individual doing business as WELSH WITCH MUSIC ("Publisher"), whose address is c/o Sony Songs Inc., P.O. Box 415000, LKBX 30578, Nashville, TN 37241-5000

#### WITNESSETH:

- 1. The term of this agreement shall be the period from July 1, 2003
  to June 30, 2008, and continuing thereafter for additional periods of two (2) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

Page 1 of 10

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e 3:16-cv-00049 Document 18-2 Filed on 03/20/17 in TXSD Page 23 of operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet.

operetta or musical show or more than five (5) minutes from a dramatic or dramatic-musical work which is if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.
- A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMTs then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

e 3:16-cv-00049 Document 18-2 Filed on 03/20/17 in TXSD Page 24 of Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.

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- 10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.
  - 11.
- A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

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domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered, provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

#### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.
  - 14.
- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

TO.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deall of the publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publisher's performance royalties earned by

## 3:16-cv-00049 Document 18-2 Filed on 03/20/17 in TXSD Page 27 of any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or

any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.
  - 17. BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (l) and A (2) of this paragraph 17.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (l) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

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Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.

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- 25. Publisher authorizes the inclusion of Publisher's name/likeness and/biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

Page 8 of 10

### e 3:16-cv-00049 Document 18-2 Filed on 03/20/17 in TXSD Page 29 of

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

By ONT Vice President	<u>م</u>
"PUBLISHER"	
By Steplane Mich	Stephanie Nicks, Owner
(Authorized Signatory)	(Print Name and Title of Signer)
If your company structure is a PARTNERSHIP, all o	ther partners must sign below:
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BROADCAST MUSIC, INC

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DEI	(Moral) (Day) (Year)  POSIT ACCOUNT: (If the registration fee is to be charged to a Deposit   CORRESPONDENCE: (Give name and address to which correspond- ount established in the Copyright Office, give name and number of ence about this application should be sent.)	
	Name:	
Nar	ns. THE SONGWRITERS GUILD Address.	Pag and Correspond
Acc	ount Number: 019577 (Chy) (Same) (20)	
300	RTIFICATION: I, the undersigned, hereby certify that I am the: (CROS) one)	
CE	O remewal claimant Widuly authorized agent of John R. Cash	(7)
	he work identified in this application, and that the statements made by them as application one correct to the best of my knowledge.  Handwritten signature: (X)	-
		"Application must be
	Typed or printed name: Marianne Conlin	
	Typed or printed name: Marianne Conlin  Date: January 1984	1
	Typed or printed name: Marianne Conlin Date: January 1984	(8)
	Typed or printed name: Marianne Conlin  Date: January 1984  THE SONGWRITERS GUILD MAIL CERTIFICATE	3
	Typed or printed name: Marianne Conlin Date: January 1984	8

AGREEMENT made on October 17, 1994	etween BROADCAST MUSIC, INC. ("BMI"),
New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10	
HOUSE OF CLISH, INC.	***************************************
Tennesses_carporation	
("Publisher"), whose address is	Box 508
Hend	ersonville, TN 37077
WITNESSETH:	•
FIRST: The term of this agreement shall be the period from	varyl1994
to December 31, 1997 terminated by either party at the end of such initial period or any additional period, or than six (6) months or less than three (3) months prior to the end of any such period	pon notice by registered or certified mail not mos

SECOND: As used in this agreement, the word "Work" or "Works" shall mean:

- A. All musical compositions (including the musical segments and individual compushions written for a dramatic or dramatic or dramatic work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the mesical segments and individual compositions written for a dramatic or dramatic or dramatic or dramatic or dramatic or massical work) whether published or upphilabled, in which hereafter during the term Publisher acquires ownership or control of the performals perfectly. From and after the dist, of the acquirition by Publisher of such ownership or control.
- THIRD: Except as otherwise provided herein, Pulifisher hereby sells, assigns and transfers to BAH, its successors or assigns, for the term of this successors:
- A. All the rights which Publisher owns or a squires publicly to perform, and to license others to perform, anywhere in the world, any part or all the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for excluse or audition guarposes. This vight does not include recording for the purpose of sale to the purpose of synchronization (1) with motion picture shatened exclusing the contraction of the purpose of sale to the Section of the statement of the st
- C. The non-exclusive right to adapt or arrange may part or all of any of the Works for performance purposes, and to license others to do so.

#### FOURTH: Notwithstanding the provisions of subparagraph A of paragraph THIRD hereof:

- A. The rights granted to BMI by said subgaragraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatic-musical work which is an opera, operatia or musical show or more than five (5) minutes from a dramatic or dramatic-musical work which is a hallet, if such performance is accompanied by the dramatic action, costumes or secure of Bata dramatic or dramatico-musical work.
- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the great made by subparagraph A of pa-ray aph THIND hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatic-musical work, but this right shall not apply to such performances from 1 soore explanity written for or performed as part of a theatrical or television frigantly written for or performed as part of a radio or television program, or (3) the original est; soud track or visible; althoun of a dramatic or dramatice-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work at Works in the United State, its territories and possessins Other than to another performing rights licensing organization), provided that withit art (10) days of the issuance of such license 19MI is given written notice thereof and a copy of the license is supplied to BMI.

#### FIFTH

- A. As full consideration for all rights granted to BMI becomder and as security therefor. BMI agrees to make the following payments to Publisher with respect to each of the Works is which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI in its affiliated publishers for similar performances of similar performances for similar performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.
- and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances. In those media and locations then currently surveyed. In the vertof this during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basks of the thea current performance rates generally paid by BMI to its other affiliated publishers for similar performance of similar compositions.
- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights fleensing organization which are designated by such organization as the publisher's share of fereign performance organizes carried by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are awned by Publisher Jointly with one or more other publishers, the sum payable to Publisher under this subparagizapi. A shall be a pro-rata share determined on the hasts of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph FIFTH, BMI shall have no obligation to make payment hercunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from

Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTER/RIF hereof, or (2) any performance of a Work as no which a direct liteness as described in subparagraph C of paragraph FOURTH hereof has been paragraph C of paragraph FOURTH hereof has been paragraph to the paragraph FOURTH hereof has been paragraph to the paragraph FOURTH of the confected by PMI, or (3) any performance for which no fecase fees shall be collected by PMI, or (4) any performance if a Work which Publisher claims was either omitted from or miscalculation available more than 100 which BMI shall not have received written notice from Publisher of such statement on sistence of miscalculation within nite (9) months of the date of such statement.

SIXTH: In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due parturent to subparagraph A of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions. If any, for taxes, advances or amounts due to 85% from Publisher.

#### SEVENTH:

- A. Nothing in this agreement requires Bbil to continue to license the Works subsequent to the termination of this agreement. In the event that Bbil continues to license Publisher's interest to any Work, however, Bbil shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of proming rights in such Work to may other licensing organization. The amounts of such payments shall be calculated pursuant to Bbil's these current standard practices "publisher for the protection performance risks professing print to this "affinited publishers for such performance of similar compositions. Publisher agrees to notify Bbil by registered or certified stall of any great or purported grant may be publisher for the purported grant and if Publisher falls so to inform Bbil thereof and Bbil makes payments to Publisher for any period after the making of any such great or purported grant, a Publisher agrees to repay to Bbil all amounts so paid by Bbil promptly with or those deam of the Bbil. In addition, if Bbil Inquiere of Publisher by registered or certified stall, addressed to Publisher's lask known address, whether Publisher has not under any such grant or purported grant and Publisher falls to confirm to Bbil by registered or certified this lithir (50) days of the mailing of such tequity that Publisher has not unde any such grant or purported grant and purported grant and purported grant and purported grant or purpor
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licenting organizations as the publisher's share of foreign performance royalities earned by the Works. Payment of such foreign projalities shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- C. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights iterating organization other than BMI for or based on United States performances of one or more of the Works during a period when such Versix were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be apaid to years when the publisher was not or will not be received for Publisher was not or will be a paid or does out supply such evidence within eightee (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.
- EIGHTH: In the event that this agreement stall terminate at a since when; after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an uncarrad halmance of advances paid to Publisher shall ball, such termination, stall and to the effective until the close of the calendar quarterly period during which (A) Publisher shall notify BMI by registered or certified mail that by Publisher shall notify BMI by registered or certified mail that have covered a statement rendered by BMI at its normal accounting, thus showing that such nontraned balance of advances has been dipty recouped by BMI.

#### NINTH

- A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a cuprejub lairfungement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of under competition.
- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to equiple any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances therent.
- C. In the event that any Work is excluded from this agreement pursuant to subparages ph A or B of this paragraph NINTH. or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such Work shall automatically revert to Publisher to (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Vic classified for less than full credit under subparagraph BCJ of this paragraph NINTH, Publisher shall have the right, by giring notice to BMI within ten (10) days after the date of BMI; notice to Publisher of the credit allocated to such Work, to terminate all rights to such Work, but of the paragraph NINTH, Publisher of the tredit of BMI in such Work with the report of Publisher.

#### TENTH:

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed. Publisher agrees to furnish to BMI:
- (I) A completed clearance form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyries, if any, and mask correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subsparagraph D(2) of this paragraph TENTH.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to Works heretofore published, recorded or spectrosized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication ar release of the recording, film or tape or anticipated performance.
- C. The submission of each clearance form of the sheet state on stitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(i) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the haw of such other authors of the world where such protection is sufforded; and to give BMI, upon request, prompt written under of the date and number of copyright registration and/or tenewal of each Work registered is the Whitel States Copyright Willer.

#### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMT copies of: unpublished and published Works; copyright registration and/or rearwal certificates issued by the United States Copyright (Hite; nov agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publish perform annifor the right to publish, ex-publish or sub-publish ary of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (b) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

#### ELEVENTH: Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertail legs bereiz; the rights granted by Publisher to BMI herein are the sole and excitative property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or onlist connectition with, now person, if mrs. corporation or association or association.
- 13. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance form or one sheet submitted to BMI pursuant to subparagraph & of paragraph TENTH hereof. Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

#### TWELFTH:

- E. Publisher agrees to defend, indemnily, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and amployees. Free and harmless from and against any and all demands, loss, damings, suits, judgments, recorreries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- E. Upon the receipt by RMI or any of the other parties herein indemnified of any notice, demand, process, papers, write or plending, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereinder, BMI shall, as soon at sup be practicable, give Publisher notice thereof, and deliver to Publisher such papers or troe copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher sugress to cooperate with BMI I and its uch matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the Work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such takin has been withdrawn, settled or adjudkated.

THIRTIENTH: Publisher makes, constitutes and appoints BMI, or its contince, Publisher's true and lawful attorney, irrevocably during the term liereof, in the came of BMI or that of its nomines, or in Publisher's name, or otherwise, in BMI's soil judgment, to do all acts, take all proveedings, and execute, acknowledge and de Sever any and all increments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to reforce and protect the rights granted by Publisher hermander, and to recover damages in respect of or for the infringement or other volation of lights, and in RMI's sole judgment to join Publisher and/or others in whose cames the copyrights to any of the Works may stand, and to descontinue, compromise or refer to a ribiration, any such actions or proceedings or to make any other disposation of the disputes in ribit on the Works provided that any action or proceeding costmenced by BMI pursuant to the positions of this paragraph THIRTEENTH shall be nt its sole benefit. Notwithstanding the foregoing, nothing in this paragraph THIRTEENTH requires BMI to take any proceeding or other action against any person, firm, partnership or other catiny or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or Atherwise violating size claims are proceedins on otherwise violating the rights granted by Publisher hereunder. In addition, Publisher works or otherwise violating the rights granted by Publisher sections was be infringing Publisher's Works or otherwise violating the rights granted by Publisher and or otherwise violating the rights granted by Publisher and or otherwise violating the rights granted by Publisher and or otherwise violating the rights granted by Publisher and or otherwise violating the rights granted by Publisher and or otherwise violating the rights granted by Publisher and or otherwise violating the rights granted by Publisher and or otherwise vio

#### COURTEENTH.

- A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter lato, contracts with performing rights (lecasing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herefor a lade "Streigh Territories"). Dup Publisher's whiten request, BMI agrees to permit Publisher to great performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI that not entered uits one synche contract with a performing rights licensing organization; provided wever, that any such great of performing rights by Publisher shall terrolicate at such time when BMI shall save entered into such a contract with a performing rights licensing organization; covering such Foreign Territory and Sala have notified Publisher thereof. Nothing better contained, however, that any such great performance or orgalizes careed by my or all of the Works in may Foreign Territory as part of an agreement for the publishering regulation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.
- 8. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights to any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories turbived, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalities carned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agreet to submit to 18M1, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement Publisher any person, firm, corporation or association performing eights and/or the right to collect publisher performance coyalities carned in any Foreign Territory.

#### FIFTEENTH: BAll shall have the right, in its sole discretion, to terminate this agreement if:

- A. Publisher, icu agenta, employees, representatives or affiliated companies, directly or indirectly during the term of this
- (1) Solicits or accepts payment from or on behalf of authors for composing music for tyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrks from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

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(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association copaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

- (4) Submits to BMI, as one of the Works to come within this agreement, any mustcal composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person. Firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any ratio or relevision fictors of BMI or to the ugents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or longing performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.
- In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this puragraph FFFENTH, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payaments shall be due to Publisher pursuant to paragraph SeVENTH herof.

SIXTEENTH: In the event that during the term of this agreement (1) monles shall not have been earned by Publisher pursuant in paragraph FIFTH hereof for a periud of two ounsecutive years or more, no (2) the proprietor, if Publisher is us be proprietorable, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail addressed to the students for introduced by the publisher in writing to BMI's Department of WriterPublisher Administration and in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI betweather. In the vent that during the term Publisher shall file a petition in bank ruptor, such a petition shall be filed against Publisher. Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall institute or shall have bustituted against it any other insolvency proceeding under the United States bankruptey laws, or publisher shall institute or shall have bustituted against it any other insolvency proceeding under the United States bankruptey laws or any other applicable law, or, to the vernt Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts. BMI shall retain title to the performing rights in all Works the rights to which are granted in BMI hereunder and shall subrogate Publisher's treate in bankrupty or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this currement.

EIGHTEENTH: All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be admitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be excluded as follows:

Each of the parties shall, by written notice to the other; have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first urbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party not, in writing, request the American Arbitration Sakeolistic to appoint the third orbitrator. When we are the arbitration shall be hinding and conclusive on the parties and shall include the fixing of the custs, expenses and reasonable attentagy! Fees of arbitration, which shall be horae by the unsuccessful party. Judgement may be entered in New York Nates Expreme Court or any other court having jurisdiction.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BML assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignce if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

TWENTY-FIRST: This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construct pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this surcement.

If is agreed that any part of any advances heretofore made to Publisher pursuant to the Superseded Agreement which shall not have been recouped by performances of Works up to the effective date of this agreement shall be deemed to be an advance against all monies which may become payable to Publisher pursuant to this agreement and any extensions or modifications thereof or substitutions therefor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

By John R. Cash President
BROADCAST JUSIC, LRC.

By Roger W. Sovine (Title of Signer). Vice President

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4.44

CANAL SECTION

AGREEMENT made on April 4, 1984 between U	ROADCAST MUSIC, INC.
"BMI"), a New York corporation, whose address is 320 West 57th Street, New	v York, N.Y. 10019 and
SLATER-PICHINSON MUSIC, INC.	,,,,,,,
New Jersey corporation duing business as SIAPICI	MUSIC
("Publisher"), whose whiress is 9200 Sunset Bou	levard #916,
Los Amoles, Ca	Lifornia 90062
WITNESSETII:	

FIRST: The term of this agreement shall be the period from ... April 1, 1984 to Harch 31, 1989 , and continuing thereafter for additional periods of fire (5) years each unless terminated by either party at the end of such initial period, or any such additional fire (5) year period, upon united by registered or certified mail not more than aix (6) months or less than three (3) months grier to the end of any such term.

#### SECOND: As used in this agreement, the word "works" shall mean:

- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic nearly whether published or uppublished, now owned or copyrighted by Publisher or in which Publisher own or control performing rights, and
- B. All musical compositions (including the movinal segments and individual compositions written for a dramatic-or dramatic-ormatical work) whether published or unpublished, in which hereafter during the term Publisher sequires ownership or copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to UMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all of the works.
- to person, any sorter to me was any part or all of any of the works on electrical transcriptions, wire, tane, film or otherwise, but only for the purpose of performing such work pullicity by means of reddo and television or for archive or suddition purposes and one for sais to the public or for experience suddition purposes and one for sais to the public or for specificacions of the public or for specificacions of the public or the said of the said of the public or the said of the said of the public or the said of the sa
- C. The non-exclusive right to adapt or arrange any part or all of any of the works for performance purposes, and to ficeuse others to do so.

#### FOURTH:

- FOURTH:

  A. The rights granted to BMI by subparagraph A of paragraph THIRO hereof shall not include
  the right to perform or license the performance of more than one song or arts from a dramatic or
  musical work which is an opter, operatis, or musical show or more than five (5) mustude from a dramatic or dramatic-nusical work which is an obtain subset of such performance is secompanied by the dramatic ection, costumes or
  secency of that dramatic or dramatic-nusical work.
- Publisher, (agenter with all the writers and expeditioners) of any shall have the right jointly, by written notice to BML, to eached from the great made by subgrangaged A of pergapit HIBB hereof performance of works comprising more than thirty (30) minutes of a densatic or demantic-masted work, but this right shall not apply to such performances from (1) a sorre surjected years for an experiment of a part of a testicise or television film, (2) a sorre originally written for and performed as part of a testicise or television flux, (2) a sorre originally written for and performed as part of a testic or television program, or (3) the original early sound track or similar album of a demantic or densatice-muscular work.
- C. Publisher restins the right to issue non-exchained leaves for performances of a work of works taker than to another performing right licensing organization; provided that within ten (10) days of the issuesce of a woll ficense BMI is given written unite of the inites of the works and the nature of the performances to licensels by Publisher.

### FIFTH:

- A. As full consideration for all rights granted to BMI hereusder and as accurity therefor, UMI agrees to make the following payments to Publisher with respect to each of the works in which UMI has
- performing ragnot:

  (1) For performances of works on broadcasting stations in the United States, is territories and possessions BMI will pay amounts calculated pursuant to RMI is thus standard practices upon the basis of the their current performance are generally paid by BMI to its affiaired publishers for similar performances of similar computations. The number of performances for which Publisher shall be entitled up syment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.
- The acknowledged that BMI themset to vote of its editories and properties of the second to the secon
- (2) For performances or summs compositions.

  (2) For performances of works autilité of the United States, its territories and possessions BMI will pay to Publisher all monies received by 1MII in the United States from any performing rights liteming organization which are designated by such organization as the publisher's abare of foreign performance organizations and the publisher abare of foreign performance to provide the performance of the per
- (3) In the case of works which, or rights in which, are owned by Publisher jointly with one or more other publishers who have general performing rights therein to USI, the sum payable to Publisher under this subparagraph A shall be a pro-rate already entertained on the basis of the number of publishers, unless UBII shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of pyment.
- D. Notwithstanding the foregoing provisions of this paragraph FFFTB. BMI shall have an united this law case of the paragraph of the publishers on the paragraph of this paragraph of the paragrap

scribed in subparagraph C of paragraph FOURTH bereof has been granted by Publisher, its co-publisher or the

SIXTI1:. BMI will furnish statements to Publisher at least twice during each year of the term showing the marber of performances of the works as computed pursuant to subpraggraph A(1) of paraggraph FIFTII harved, and at least once during each year of the term showing the monies recaived by BMI returned to in subparaggraph A(2) of paraggraph FIFTII harved. Each such statement with the secondariate by payment at the sum thereby above to do to Publisher, subject to all proper educations; if any, for advances or amounts due to BMI from Publisher.

SEVENTH:

A. Nothing in this agreement requires BMI to continue to license the works subsequent to the termination of this agreement. In the event that BMI continues to license approach of the works, business to the termination of this agreement. In Dallicher for so long as Publisher does not make or purport to make directly are identified by the purport of the make directly are identified by the purport of the make directly are identified by the continues to make or purport to make directly are identified by the continues of the purport of the make directly are identified by the continues of the purport of the state of the purport of the manustration of the purport of the

D. BM's abligation to continue payment to Publisher after the termination of this agreement for performances continued of the United States, its territories and possessions shall be dependent upon BM's receipt in the United States of payments designated by foreign performing rights licensing regionalisations as the publisher's above of foreign performing rights licensing regionalisations as the publisher's above of foreign performance regulates carried by any of the works. Payment of such furrige royalties shall be subject to deduction of UM's then current handling charge applicable to its difficient publisher's and the publisher's and th

C. In the event that BMI has reason to believe that Publisher will receive or is receiving payment from a performing rights literaing organization other than 8th for or based on United States performance and one as store of the works during a period when such works were licensed by BMI parament of this agreement, BMI shill have the right to withhold payment for such performances from Publisher unit receipt of evidence satisfactory to BMI of the amount to paid to Publisher by such other organization or that Publisher has been a paid, the motive payable by BMI to Publisher has been a paid, the motive payable by BMI to Publisher has not paid, the motive payable by BMI to Publisher has not paid, the motive payable by BMI to Publisher has not performance after a paid, the motive payable by BMI to Publisher has not performance having such period shall be reduced by the amount of the payment from such other organization. In the event that Publisher does not supply such evidence within reduced the payment from such other organization. In the event that Publisher does not supply such therefore, IMMI shall be under no obligation to make any payment to Publisher for performances of such works during such period.

EIGHTM: In the creat that this agreement shall terminate at a time when, ther creatiting all examings reflected by statements rendered to Publisher prior to the effective that of such termination, there treatment an uncerned behaves of advances paid to Publisher by IBM, such termination that not be effective until the close of the calculater protectly period during which (A) Publisher that I rays such uncarned thatenes of stylenes, or (II) Publisher shall notify IBM by registered or certified mail that Publisher shall notify IBM by registered or certified mail that Publisher has received a statement residence by IBM. The publisher shall receive a statement residence by IBM.

A. DMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at eary times, any work which in BMI's opinion (1) is similar to a previously existing composition and majed constitute a copyright diring account, or (2) has a tilde or numie or lyric similar to that of a previously actually composition and might lead to a claim of unfair competition, or (3) is offensive, in bad taste or against public morals, or (4) is not reasonably unitable for performance.

domain, DMI shall have the right, at any time, upon written makes to l'ulaistire, either [1] to exclude any such work at entities to l'ulaistire, either [1] to exclude any such work at entitle to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

In the spread to give the performance thereof,

B of this peregraph NINTH, or pertuant to subparagraph A or

B of this peregraph NINTH, or pertuant to subparagraph C of paragraph TWELFTII hereof, all rights of UMI is such work shell automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by IMI to Publisher, In the versus that a wark is cleasified for less than full credit under subparagraph (12) of this paragraph NINTII, Publisher shall have the right, by giving notice to UMI within ten (10) days after the date of BMI souties to Publisher of the credit allocated to such work, is terminate all rights in each work granted to BMI herein and all such rights of BMI in such work shall revent to Publisher that the date of such works, is terminate all rights in each work granted to BMI.

#### TENTII:

١.

A. With respect to each of the works which has been or shall be published or recorded com-sized with motion picture or television film or tape or which Publisher considers tikely to be mercially or synchronized with motion picture performed, Publisher agrees to furnish to BMI:

(1) Two copies of a completed clearance sheet in the form applied by BMI, unless a cue sheet with respect to such work is furnished pursuant to subparagraph A(3) of this paragraph TENTII.

when we would not be trainment present to suppresses the content of the second of the content of

and duration of the use of the work in such film or tape. ft. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to works beeddore published, excetded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the works bereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each clearance sheet or our sheet shall constitute a warranty by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the works fished thereon has been granted to or reserved by others except us specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is

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afforded; and to give BMI prompt written notice of the date and number of copyright registration and/or renewal of each work registered in the United States Copyright Office.

(2) At BMI's request:

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(a) To register each unpublished and published work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To record in the United States Copyright Office in accordance with the Copyright Law of the United States any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publish or sub-publish any of the works.

(c) To obtain and deliver to BMI copies uf: unpublished and published works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any of the docu-ments referred to in sub-section (b) above.

F. Publisher agrees to give UM) prompt notice by registered or certified mail in each instance when, pursuant to the sypright Law of the United States, (1) the rights gramed to BMI by Publisher in any work shall revent to the writer or the writer's representative, or (2) copyright protection of any work shall terminate.

ELEVENTH: Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which coulder with its undertakings herein; the rights granted by Publisher to IMI herein are the sole and exclusive property of Publisher and are free forms all enzymbraness and chains; and neterics at about rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

U. Except with respect to works in which the possession of performing rights by another person, firm, cortporation or association is specifically set forth on a clearance sheet or one sheet submitted to UMI pursuant to employate part A of paragraph ICENTH hereof, bublisher has excitive performing rights in each of the works by virtue of written grants thereof to Publisher signed by all the authors and composers or other awarers of such work.

#### TWELFTH:

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisors of its licensees and their respects to telenot, internatity, are said into DNI, its licensees, the autorities of its licensees and their respective agents, acrossin and employees, free and harmless from and against any and all demants, inst, damage, suits, judquients, econvertes and costs, including costned text, resulting from any claim whatever nature enting from or in connection with the secreties of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes unded in, a devoke by IMMI or it in fecenses.

peers, with usual between the certainty amount of the parties between indemnified of any notice, demand, process, peers, with using high peers, with using high which any such claim, demand, suit or proceeding is nade or commenced against them, or any of them, which Publisher shall be obligate to defend hereouth; Will shall, as soon as may be presideable, give Publisher such papers or true copies thereof, and IIM shall have that the right to practicate the consumed fits soon the blooks, at its own expanse. Publisher agrees to conjectate with bild it and such matters.

C. In the event of auch notification of claim or service of process on any of the parties brenished. But should be a claim or service of process on any of the parties brenish and the thing the process of the parties brenish and a from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement and or any one-diffication thereof until receipt of satisfactory written evidence that such claim has been withdrawn, ettlied or adjudicated.

attled or aljudicated.

THINTEENTH: Unlinker makes, constitutes and appoints HMI, or its nomines, Publisher's true and law full attenues, irreversibly during the term hereof, in the name of IMH or that of its somines, or in Publisher's name, or otherwise, to do all eats, take all proceedings, and exceute, acknowledge and elders any and all instruments, papers, documents, process or placings that may be necessary, proper or expedient to restrain infringeness of and/or to contours and protest the rights greated by Publisher bereauder, and to recover damages in respect of or for the infringeness of order violation of the said rights, and in IMM's and pulgment to join Publisher and/or others in whose manuals to copyrights to any of the works may stand, and to discontine, compromise or effect or arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the works; gravided that any action or proceeding commenced by IMM pursuant to the provisions of this paragraph THINTEENTH shall be at its sole exposes and for its sole benefit.

#### FOURTEENTH:

FOURTEENTI:

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territorics outside of the United States, is territories and possessions (hereinsler called "longing netritoris"). Upon Publisher's written reposes, BMI agrees to permit Publisher to grant performing rights in may or all of the works for any foreign territory to which, at the time such request is received, BMI has not entered into any used contract with a performing rights licensing organization; pervised, however, that any used grant of performing rights through organization controlly be retrieved and shall have notified. Publisher thereof. Nothing berein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to cublest a part or all of the publisher's performance regulates are deemed by any or all of the works in any foreign periodice or set of the contract of the publisher or representation of used works in such territory, whether or not BMI had extered into such a contract with a performing rights (fictualing organization covering such retriety).

rigins instanting organization covering sactive retries;

II. Utilities agrees to mility IRMI promptly in virting in each instance when publication, as ploitation or other rights in any or all of the works are greated for any foreign territory. Such notice shall set forth the title of the work, the country or countries involved, the parties of such grant, the names of the person, firm, corporation or maccinition entitled to collect performance repulsies certed in the foreign territory, and the amount of such sizes. Within ten (10) they after the accention of this agreement. Publisher agrees to submit to BMI, it withing, a list of all works as to which the All is writing, a list of all works as to which the caccution of this agreement. Publisher agrees to submit to BMI, a writing, a list of all works as to which the caccution of the agreement of the agreement profits are appeared to any person, time, and the caccution of the agreement of the agreement profits are affected as the caccution of the agreement of the agreement profits are as a security of the agreement of the agreeme

C. In the event that BMI transmits to Publisher performance royalties designated as the writer's share of performance royalties earned by any of the works in any foreign territory. Publisher shall promptly pay such royalties to the writer or writers of the works involved. If Publisher is musike for any reasons to freshes their lanks payment to any of the writers involved writins of the works involved writers involved writins are consistent to any of the writers involved writins are (6) months from the date of receipt, the amounts due such writers shall be returned to BMI.

#### FIFTEENTH:

A. Publisher agrees that Publisher, its agents, employees, representatives or affiliated companies, will not directly or indirectly during the term of this agreement: . . ..........

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(2) Salicit or accept manuscripts from composers or authors in consideration of any payments as be made by at on behalf of such composers or authors for reviewing, arranging, promotion, publication, seconding, any other services commented with the exploitation of asy composition.

(3) Permit Publisher's name, or the fact of its affiliation with BMI, to be used by any chabut promotion, from, corporation or essociation engaged in any of the practices described in subparagraphs A(1) and A(3) of that Engages P(FFEETM).

A(2), of that peragraph 141 actus 11.

A(2) of the works to come within this agreement, any mesical forms that the secretary of the works to come within this agreement, any mesical forms to the secretary of the secretary of the secretary of the works and the secretary of the works and the secretary of the works are the secretary of the works and the secretary of the works are the works are the secretary of the works are the works

B. Publisher agrees that Publisher, its agents, employees or representatives will not directly or distinctly during the term of this agreement each any control of the property of the propert

C., Publisher agrees to notify BMI promptly in writing (1) of any change of first name of Publisher, and (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraph A, B or C of this paragraph FIFTEENTII, BMI shall have the right, in its sole discretion, to terminate this agreement by giving Publisher at least thirty (30) days' notice by registered or certified mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTII hereof.

SYSTECTIFI: In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by a parasent to paragraph TWENTIETII hereof shall be returned by the post office, the last address furnished by the post office. If the post office is not to the parameter of the post office of the post of the post office of the post of

no payments shall be due Publisher personant to partegraph SeVENTH berecol.

SEVENTEENTH, Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute title to the performing rights granted to BMI hereafter. In the event that desiring the term DMI shall hold absolute title to the performing rights granted to BMI hereafter. In the event that desiring the term DMI shall be fined against Publisher. Publisher and the performing the state of the benefit of creditors, Publisher and the state of the performing the state of the benefit of creditors, Publisher or the state to every particular or a transporment under the United States hashropter (law, DMI titles and the state hashropter (law, or right and the state hashropter partners of said partnership shall be adjudged headraps, BMI shall resis title to the performing rights in all works for which clearance sheat while have the restored become benefit to the BMI turbergater Publisher's received and any subsequent parchasers from them to Tublisher's right to approach of the backropter or receiver and way subsequent parchasers from them to Tublisher's right to approach of the publisher control to this percent on a to the barech terms are the background or the barech terms are the barech to the barech to the barech to the barech to the barech person of the barech to the barech terms are th

the terms are conditions of this agreement.

It is a consistent of the secretary or claim arising out of, or relating to, this agreement or the intend-hieroft, island be settled by arhitration in the City of New York, in accordance with the Bules of the American Arhitration, ascending, and judgment upon the award of the childrent may be neitred in any court having jurisdiction thereoft. Such award shall include the faxing of the expenses of the nebitration, including reasonable atterney's feet, which shall be horner by the unnecessful party.

INNETERNITY: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be equired by the assignee if any such purported assign-ment is made by Publisher without such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terms of this agreement shall be walf if addressed to Publisher at the base address to furnished by Publisher.

TWENTY-FIRST: This agreement cannot be changed orally and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or pasts of this agreement are found to be void by a court of computent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and offect as if the void part or parts were delated from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC.

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Slater-Pichinson Music Inc. d/b/a SLAPICH MUSIC

(Title of Signe . President.....

Martin Pichinson

5/A J

Filed on 03/20/17 in TXSD Page 43 of 9200 Sunset Boulevard Suite 916

Los Angeles, California 90069 (213) 858-0295

May 1, 1984

Harry Fox Agency 110 East 59th St. New York, New York 10022

Mr. Howard Balsam

Dear Howard,

Please find enclosed copies of the certificate of renewal registration for songs that reverted to Johnny Cash as of the below dates. As per our agreement dated March 2, 1984, Slater

Pichinson Music Inc. now controlls these copyrights and are empowered to receive all monies as of effective dates. amend your records and credit our account as appropriate.

CRY CRY CRY-----Jan. 25, 1984 GET RHYTHM-----Feb. 13, 1984 I WALK THE LINE-----Feb. 13, 1984 ROCK N' ROLL RUBY-----Feb. 13, 1984

SO DOGGONE LONESOME-----Feb. 13, 1984 ALL MAMA'S CHILDREN-----Feb. 13, 1984 FOLSOM PRISON BLUES-----Feb. 9, 1984 COME IN STRANGER-----Feb. 13, 1984 THERE YOU GO------Feb. 13, 1984 TRAIN OF LOVE------Feb. 13, 1984

ALL MAMA'S CHILDREN-----Feb. 13, 1984 GET RHYTHM-----Feb. 13, 1984 I WALK THE LINE-----Feb. 13, 1984.

YOU'RE MY BABY-----Feb. 13, 1984

ROCK N'ROLL RUBY----Feb. 7, 1984

Sincerely yours,

Colin Slater

Slater Pichinson Musi

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led on 03/20/17 in TXSD Page 44 of : 037905090040 3 7 9 0 5 0 9 0 0 4 July 14, 1989 The Harry Fox Agency 205 East 42nd Street New York, NY 10017 RE: House of Cash, Inc. Slapich / Slater-Pichinson Music, Inc. Song of Cash, Inc. Family of Man Music, Inc. Gentlemen: The above-listed music publishing catalogues have been re-acquired by House of Cash, Inc. The Administration Agreement with Screen Gems and Colgems has been terminated effective December 31, 1988. Please direct all future royalties, accountings and correspondence to the following: House of Cash, Inc. Post Office Box 508 Hendersonville, TN 37077 ATTENTION: Karen Adams (615) 824-5110 HOUSE OF CASH, INC. SCREEN GEMS-EMI MUSIC, INC. By: Rolts Sullin, and SP. VICE PRESIDENT COLGEMS MUSIC, INC. SONG OF CASH, INC. SA VICE RESIDENT SLATER-PICHINSON MUSIC. INC. FAMILY OF MAN MUSIC, INC. BV: Roch Leli and De

Registration Number PA 1-887-677

Effective date of registration:

December 9, 2013

Title -

Title of Work: LONELY EYES (As recorded by Chris Young on "A.M." #888837326421)

Completion/Publication ·

Year of Completion: 2013

Date of 1st Publication: September 17, 2013 Nation of 1st Publication

Nation of 1st Publication: United States

Author -

Author: Johnny Bulford

Author Created: music, lyrics

Citizen of: United States Domiciled in: United States

Author: Laura Veltz

Author Created: music, lyrics

Citizen of: United States Domiciled in: United States

Author: Jason MatthewsAuthor Created: music, lyrics

Citizen of: United States Domiciled in: United States

Copyright claimant -

Copyright Claimant: Warner-Tamerlane Publishing Corp.

20 Music Square East, Nashville, TN, 37203, United States

Transfer Statement: By written agreement

Copyright Claimant: 3JB Music

c/o Warner-Tamerlane Publishing Corp., 20 Music Square East, Nashville,

TN, 37203, United States

Transfer Statement: By written agreement

Copyright Claimant: Fresh Baked Cookies

c/o Warner-Tamerlane Publishing Corp., 20 Music Square East, Nashville,

TN, 37203, United States

Transfer Statement: By written agreement

Certification

Name: Lu Ann Inman

Date: November 26, 2013

**Registration #:** PA0001887677 **Service Request #:** 1-1032672151

Warner Bros. Music Lu Inman 20 Music Square East Nashville, TN 37203 United States BMI®

#361763

AGREEMENT made on February 25, 2004, between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and Warner-Tamerlane Publishing Corp., a California corporation ("Publisher"), whose address is c/o Warner Chappell Music, Inc., 10585 Santa Monica Boulevard, Los Angeles, CA 90025.

## WITNESSETH:

- 1. The term of this agreement shall be the period from April 1, 2004 to March 31, 2007, and continuing thereafter for additional periods of three (3) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.
- 5.

  A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

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Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

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- A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.
- B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.
- 10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

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- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

# D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

# (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

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# 13. Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMTs sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMT's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

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any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.
  - 17. BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (l) and A (2) of this paragraph 17.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (1) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

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Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.
- 25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC

Ву	Vice President	• .
"PUBLISHER"	~ (~	
By(Auth	apple C7000	Leslie Bider, President (Print Name and Title of Signer)
If your compan	y structure is a PARTNERSHIP, all oth	ner partners must sign below:
Ву	Partner	Printed Name
	Partner	Printed Name



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BMI\*

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AGREEMENT made on August 27, 2009 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and John Joseph Bulford III an Individual doing business as 3JB MUSIC ("Publisher"), whose address is

## WITNESSETH:

- 1. The term of this agreement shall be the period from January 1, 2009 to December 31, 2013, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified, or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.
- A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (i) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affitiated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

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Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

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- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9

- A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.
- B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.
- 10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

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A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

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- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

# D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

# (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

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# 13. Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

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- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

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A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

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any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory
  - 17 BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (I) and A (2) of this paragraph 17
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (I) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17 BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) montes shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19 Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

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Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.
- 25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27 In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

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IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

By Vice President  "PUBLISHERY By (Authorized Signatory) (Print Name and Title of Signer)  If your company structure is a PARTNERSHIP all other partners must sign below.  By Partner Printed Name  By Partner Printed Name  By Partner Printed Name
By (Authorized Signatory) (Print Name and Title of Signer)  If your company structure is a PARTNERSHIP all other partners must sign below.  By Partner Printed Name  By Partner Printed Name  By
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Partner Printed Name

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BMI

001433462

AGREEMENT made on August 31, 2012 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 and Patrick Jason Matthews an Individual doing business as FRESH BAKED COOKIES ("Publisher"), whose address is

# WITNESSETH:

- 1. The term of this agreement shall be the period from January 1, 2012 to December 31, 2016, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified, or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein. Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof.
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

5.

- A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.
- Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.
- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

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Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

- A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.
- B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.
- 10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

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- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

# D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

# (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

# 13. Publisher warrants and represents that:

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- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BM1 pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nomince, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue. compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

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- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.
  - 17. BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (l) and A (2) of this paragraph 17.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (I) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success. BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher. Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other

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applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.
- 25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any uncarned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

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BROADCAST MUSIC, INC

"PUBLISHER"	
By Datuck Thank Net	Patrick Jason Matthews
(Authorized Signatory)	(Print Name and Title of Signer)
If your company structure is a PARTNERSHIP, a	Il other partners must sign below:
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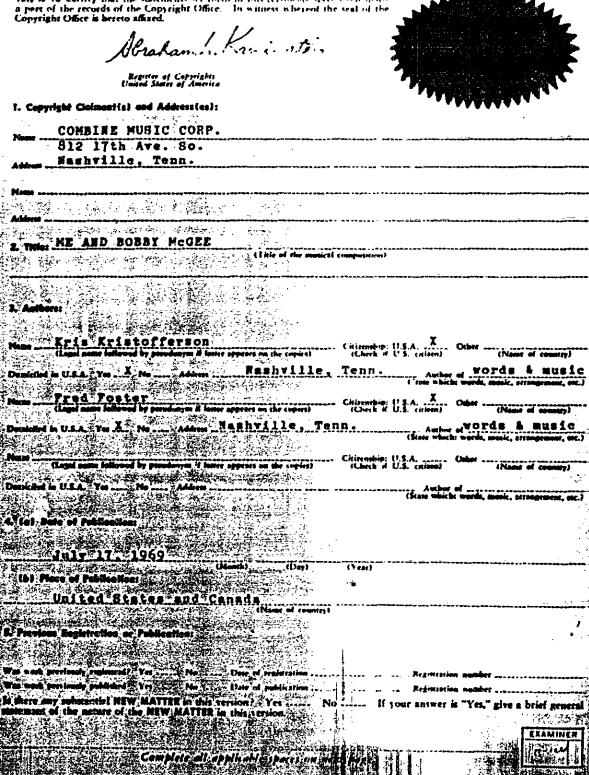
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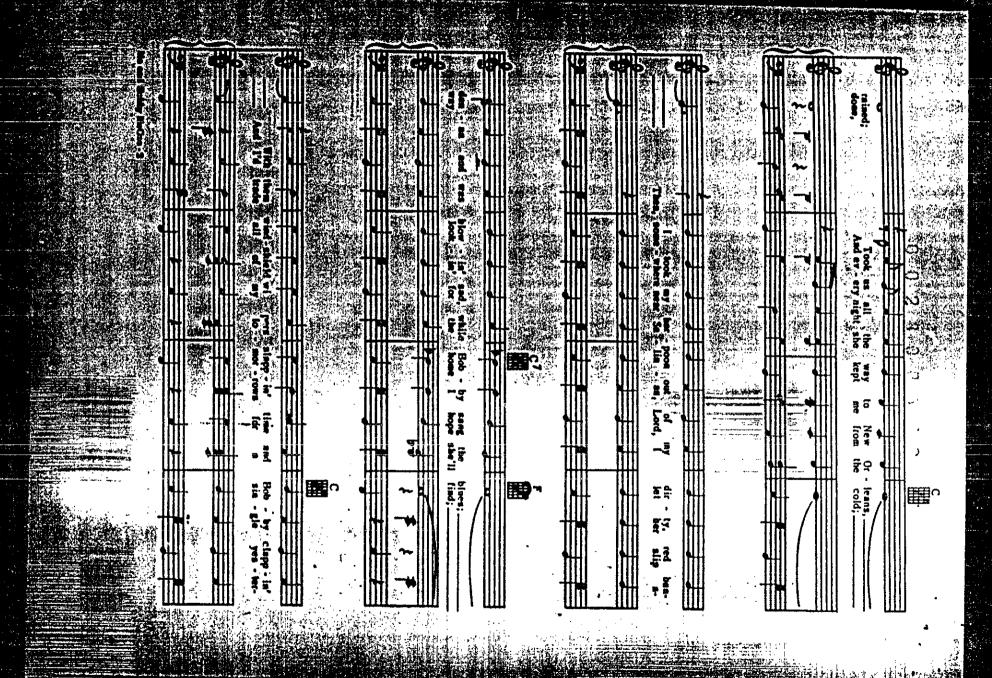
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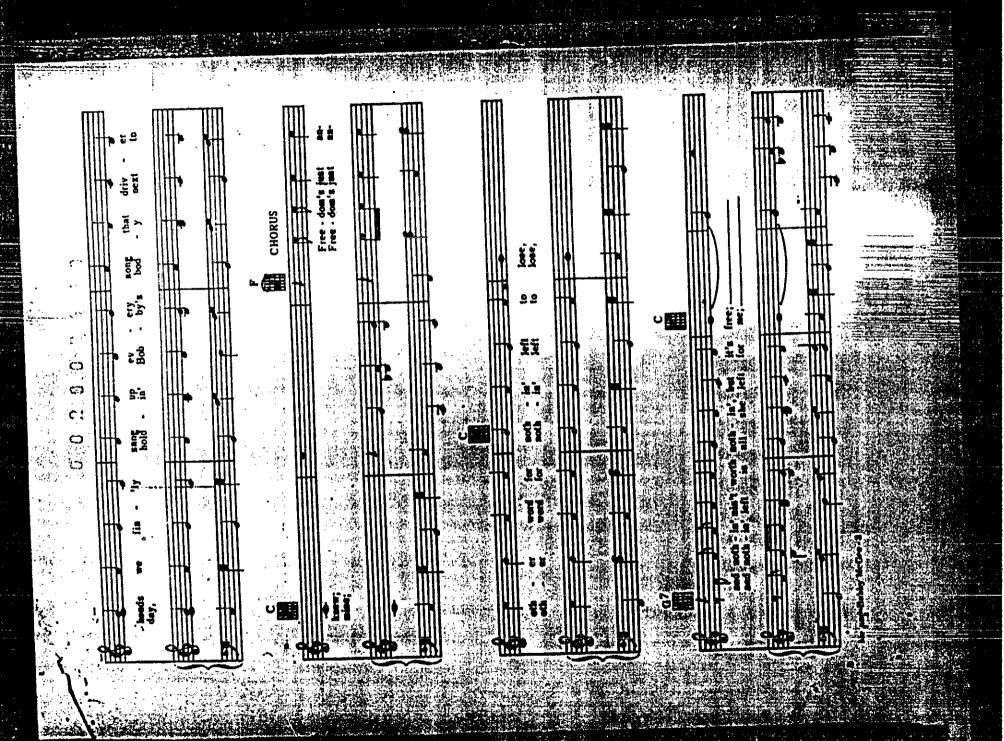


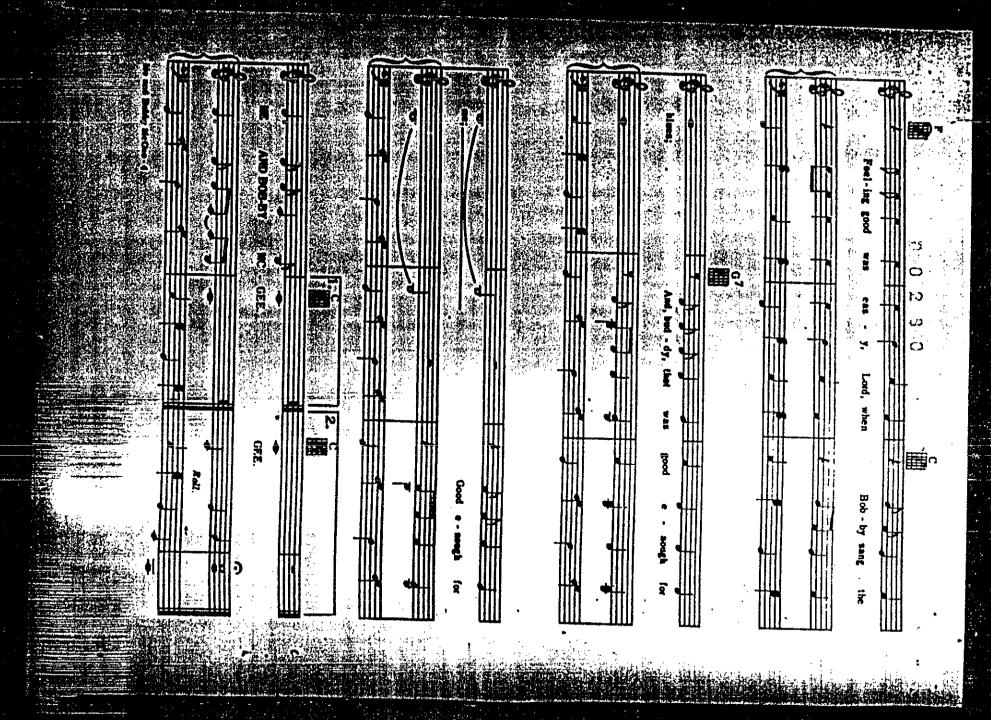
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# ME AND BOBBY MCGEE

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April 18	COMPINE MUSIC CO	The state of the s
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Inc. 190		usic Squara East, Nashville,
Tennesses 37203		

### WITHERSTTH.

FIRST: The term of this agreement shall be the period from April 1, 1981

to December 31. 1983, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of such initial period, or any such additional five (5) year period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such terms.

SECOND: As used in this agreement, the word "works" shall mean:

- A. All musical compositions (including the musical segments and individual recapcultions written for a dramatic or demastic-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher evens or countrils parforming rights, and
- B. All numbed compositions (including the measured sequents and individual compositions written for a dramatice-murrical which whether published or unpublished, in which because during the term Publisher acquires ownership or copyright or ownership or control of the performing rights, from and other she date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, sasigns and transfers to BMI, its successors or amigue, for the term of this agreement:

- A. All the rights which Publisher swas or acquires publicly to perform, and to license others to perform, saywhere in the world, any part or all of the works.
- B. The non-exclusive right to recerd, and to license ethers to record, any part or all of any of the works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such work publicly by means of ratio and elevation or for archive or sadditon purposes and not for subs to the public or for a purpose and not for subs to the public or for a purpose such contraction (1) with motion pletures intended primarily for thesirical exhibition or (2) with programs distributed by means of syndiosis to breakcastne stations.
- C. The non-excitative right to adapt or arrange any part or all of any of the works for performance purposes, and to floates others to do so.

### FOURTH.

A. The rights granted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or license the performance of more than one song or arise from a dramatic or dramatic-musical work which is an opera, operatin, or musical show or more than five (5) minutes from a dramatic or dramatic-musical work which is a bullet if such performance is accompanied by the dramatic action, continues or account of that dramatic or dramatic-musical work.

- B. Publisher, together with all the writers and co-publishers, if any, thalf have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for and performed as part of a theoretical or belowistion from (2) a score originally written for and performed as part of a radio or talevision from (2) a score originally written for and performed as part of a radio or talevision program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher rotains the right to issue non-exclusive licenses for performances of a work or works (other than to another performing rights licensing organization), provided that within ten (30) days of the issuance of such licenses BMI is given written notice of the titles of the works and the nature of the performances so licensed by Publisher.

### FIFTH.

- A. As full consideration for all rights granted to BMI bereameer and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has secforming rights:
- (1) For performances of works on broadcasting stations in the United States, its territories and posecsations BMI will pay amounts calculated personant to BMI's then standard practices upon the basis of the than current performance rates generally paid by BMI to its affiliated publishers for similar performances of station compositions. The number of performances for which Publishers shall be entitled to payment shall be estimated by BMI in accordance with its then current system of compositions are made performances.
- It is acknowledged that BMI licenses the works of its affiliates for performance the works of its affiliates for performance that the state of the s
- (2) For performences of works estaide of the United States, its territories and poscassions BMI will pay to Publisher all monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's chara of foreign performance royalties served by any of the works after the deduction of RMI's then oursest handling charge applicable to its affiliated publishers.
- (3) In the once of works which, or rights in which, are sensed by Publisher Jaintly with one or more other publishers who have greated performing rights therein to BMI, the sum payable to Publishers under this subparagraph A shall be a pre-rate share determined on the basis of the number of publishers, unless BMI shall have reactived from Publishers a copy of an agreement or other document signed by sill of the publishers previous for a different divinion of payment.
- B. Notwitistanding the foregoing provisions of this paragraph FIFTH, BMI shell have no obligation to make payment herounder with respect to (1) any performance of a work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such work referred to in sub-paragraph A of paragraph TENTH hereof, and in the case of foreign proformance, the information referred to in sub-paragraph B of paragraph FOURTEENTH hereof, or (2) any performance as to which a direct license as de-

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scribed in subparagraph C of paragraph FOURTH hereof has been granted by Publisher, its co-patitioner of the

SIXTH: BHI will furnish statements to Publisher at least twice during such year of the term showing the number of performances of the works as computed pursuant to subjurisfraph A(1) of pursuances of the works as computed pursuant to subjurisfraph A(2) of pursuances of the term showing the months received by Bhil reserved to its subjurisfraph A(2) of pursuances of the term of the sunt subsection of the term showing the months received by Bhil reserved to its subjurisfraph A(2) of pursuances of the sunt shortest reserved to be the to Publisher, subject to all preser deduction, if any, for solutions or amounts due to Bhil from Publisher.

CEUENTU.

A. Nothing in this agreement requires BMI to continue to license the yerks subsequent to the termination of this agreement. In the event that BMI sessitions to license may or all of the works, horivine, BMI shall continue to makin payments in Publisher fore not long as Publisher does not reade or purport to meast directly only grant of performing rights in such works to may other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then convent standard practices upon the leasts of the then current partor manner raise generally paid by BMI to its affiliated publishers for similar performances of such interesting the series of the continuent of such performing rights agrees to notify BMI by registered or cartified mail of any grant or perported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or perported grant and if Publisher tails no to inform BMI thereof and BMI makes payments the Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to EMI all amounts so paid by BMI promptly on demand. In addition, if BMI inspires of Publisher by registered or certified such publisher fails to confirm to BMI by registered or certified social within thirty (30) days of the mailing of such inquiry that Publisher has not needs any such grant or purported grant and reaching of such inquiry that Publisher has not needs any such grant or purported grant and reaching of such inquiry making any payments to Publisher.

B. BMT cobligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon 1961's receipt in the United States of payments designated by foreign performing, rights Receasing erganizations as the publisher's share of foreign performence reyalties earned by any of the works. Payment of such foreign rayakies shall be subject to deduction of BMI's then current has ding charge applicable to its shill had published.

C. In the event that BMT has reason to believe that Publisher will receive or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the works during a period when such works were licensed by BMI portant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI of the amount so paid to Publisher by such other organization or that Publisher has not been so paid. In the event that Publisher has been so paid, in the event that Publisher has been so paid, in the event that Publisher has been so paid, in the event that Publisher has not been so paid, in the event that publisher has not supply such avidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such works during such period.

EIGHTM: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, those remains an unsarred belonce of advances pead to Publisher is BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such unsarred belonce of advances, or (B) Publisher shall notify BMI by registered or certified until the Publisher has received a statement rendered by BMI it is normal accounting time showing that any uncarred belonce of advances has been hilly recognized by BMI.

NINTE:

A. B3ff shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any work which is BMTs opinion (1) is similar to a proviously existing composition and might constitute a copyright infringement, at (2) has a title or music or tyric similar to that of a previously existing tromposition and might lead to a claim of order competition, or (3) is offensive, in bad taste or against public morning, or (4) is not reasonably suitable for performence.

B. In the case of works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such work from this agreement, or (2) to classify any such work as entitled to receive only a stated fraction of the full credit that would observe be the right to refer the result of the result.

C. In the event that any work is excluded from this agreement personant to subparagraph A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH incred, all rights of BMI in such work shall automatically revort to Publisher ten (10) days after the date of the noted of such actiuston gives by BMI to Publisher. In the event that a work is elassified for less than fail credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI s notice to Publisher of the credit allocated to such work, to terminate all rights in such work granted to BMI insects and all such highes of BMI is such work shall revert to Publisher thirty (30) days after the exact of such notice from Publisher to BMI.

TENTH:

A. With respect to each of the works which has been or shall be published or recentled commercially or synchronized with morion picture or relevision film or tape or which Publisher considers likely to be performed, Publisher agrees to funcion is BM1:

(1) Two copies of a completed charance about in the form supplied by BMI, unless a cue shoet with respect to such work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.

(2) If such work is bused on a composition in the public domain, a legible lead sheet or other written or printed copy of such work setting forth the syries, if any, and music correctly metered; provided that with respect to all other works, such copy read be furnished only if requested by BMI pursuant to subsection (c) of subparagraph D(2) of this paragraph TENTH.

(8) If such work has been or shell be synchronized with er otherwise used in consection with medica picture or relevation film or tape, a cute sheet showing the title, composers, publisher and nature and dereation of the use of the work in such film or tape.

B. Publisher shall submit the material described to subparagraph A of this paragraph TEPTH with respect to works heretofare published, recorded or synchronized within ten (10) days after the execution of fitte agreement and with respect to any of the works hereafter to published, recorded, synchronized or fitch to be performed prior to the date of publishes or release of the recording, tilts or tage or subjectioned performance.

C. The submission of each clearance sheet or one elect shall constitute a warranty by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the works limed thereon has been granted to ar reserved by others except as specifically so forth therein.

### D. Publisher agrees:

(1) To occure and meintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is

(2) At BMI's request:

(n) To register each amoublished and published work is the United Sense Copyright Office parament to the Copyright Law of the United Senses.

(b) To record in the United States any agreements, instruments or documents of any kind by which Publisher sharked the right to publish any of the united States any agreements, instruments or documents of any kind by which Publisher sharked the right to publish or set-publish any of the mode.

(c) To obtain and deliver to BMI copies of: unpublished and published works; copyright registration and/or reserval certificates issued by the United States Copyright Office; any of the decamends referred to in sub-section (b) above.

R. Publisher agrees to give BMI prompt notice by registered or certified mull in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granded in BMI by Publisher in any work shall revert to the writer or the writer's representative, or (2) copyright protection of any work shall berminate.

### ELEVENTH: Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to RMI herein are the sole and archainte property of Publisher and are free from all ecoumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corneration or association.

B. Except with respect to works in which the possession of performing rights by another person, fitm, expectation or sevocieties is specifically set facts on a chearance sheet or see sheet submitted to BMI persuases to subparagraph A of paragraph TENTH hereof, Publisher has exclusive performing rights in each of the works by virtue of written gravit thereof to Publisher signed by all the authors and componers or other owners of such work.

### TWELFTH:

A. Publisher agrees to delend, indomnify, nevs and hold BMI. its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmiess from and against any and all demands, loss, damage, sults, judgments, recoveries and costs, including counsed fees, resulting from any claim of whetaver nature string from or in connection with the exercise of any of the right, granted by Publisher in this agreement; provided, kenever, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any work by BMI or its Hormose.

B. Upon its: receipt by any of the parties herein indemnified of any notice, demand, process, papers, writ or plending, by which any such claire, demand, suft or proceeding is made or commonced against them, or any of them, which Publisher at all be shiliged to defend hereenfor. BMI staff, as soon as may be practicable, give Publisher notion thereof said delive: to Publisher used papers or true copies thereof, and BMI shall have the right to participate by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties bewein instannified, B&II shall have the right, from the date thereof, to exclude the work with respect to which a claim is made from this agreement and/or to withhold payment of all sense which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidance that such claim has been withdrawn, satisfactory adjudicated.

THIRTEENTH: Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irreveably during the term hereof, in the name of BMI or that of its nominee, or I publisher's name, or otherwise, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, appear, documents, process or pleutings that may be necessary, proper or expedient to respon infringement of smaller to enforce and protect the rights granted by Publisher herouseder, and to recover damages in respect of or for the infringement or other violation of the said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the works may stand, and is discontinue, compromise at refer to arbitration, any such actions or proceedings or to take any other disposition of the disputes in relation to the works; provided that any action or proceeding consumenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit.

### FOURTEENTH-

A. It is acknowledged that BMI has herstofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, is servicious and possessions (hereinatter called "foreign territories", I poor Publisher's written request. BMI agrees to permit Publisher to grant performing rights in an er all of the works for any foreign territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights licensing organization covering such foreign territory and shall have entered into such a contract, with a performing rights licensing organization covering such foreign territory and shall have entered by any or all of the publisher from assigning to its foreign publisher. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher and the contract with a performing or all of the works in any foreign territory as part of an agreement for the publishers or experientation of each works in such acreticory, whether or not BMI has entered into such a contract with a performing trights licensing organization over all of the publishers.

B. Publisher agrees to notify BMI primipally in writing in each instance when publication, aspholiation or other rights in any or all of the works are granted for any foreign territory. Such notice shall set forth
the tille of the work, the country or causatries involved, the priced of such grant, the name of the person, first, corporation or association emitted to collect performance repatites sarned in the feeding territory and the example of such
share. Within ten (101 days after the execution of this agreesees! Publishes agrees to subrect to BMI, in writing, a
list of all works as to which Publisher has, prior to the affective date of lists agreement, granted to any person, firm,
corporation or association performing rights and/or the right to collect publisher performance reprise extract.

C. In the event that BMI transmits to Publisher performance royalties designated as the writer's stars of performance rayalties seemed by any of the works in any, foreign territory, Publisher is shall promptly pay such royalties to the writer or writers of the works inwolved. If Publisher is wanted for any reason to locate and make payment to any of the writers involved within six (6) months from the date of receipt, the aznounts due such writers shall be returned to BMI.

### FIFTEENTH:

A. Publisher agrees that Publisher, its agents, resployees, representatives or affiliated companies, will not directly or indirectly during the term of this agreement:

(1) Solicit or accept payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to mucic.

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Payment to be used by the parties of the parties o

occupation from prompting our care accurate.

(a) Submy't to Phili, as one of the works to come within this agreement, my mencical composition [17], respect to which my principle described in subpreservable A(1) and A(3); of this programm.

FILTERITE to produce many by or in head of a charge of the subsect of my present from a corporation of the contention.

B. Publisher agrees that Publisher' for Qurits, employees of representative will not produce to train agrees that Publisher' for Qurits, employees of representative will not produce the agreement of this agreement applies and effort to meccrate from or for the produce of the representative thingeter or accuracy of Mall's system of sampling or logging performances.

C. Publisher agrees to notify BMI promptly in writing (1) of any change of firm name of Publisher See (2) of any change of twenty powers (30%) or more in the avenuable thorout.

D. In the event of the violation of any of the provisions of subtransprophs. A. B. or C of this perspans of the PETERNES, BMI shall have but vittil, in the same therefore, to represent the priving Publishes at least thirty. (20), days notice by registron to recrifice hast. In the event of such sermination, we provide intelligible to Publisher pursuant to pursuantly pursuant and the same transfer of the event of such sermination, we

SIXTERNIH: In the event this during the term of this agreement (1) mail addressed to Publisher at the last address luministed by it pursuant to paragraph TVENTIETH hereof shall be reterred by the joint office, or (2) monies shall be have been earned by Publisher persuant to pursuant FFIH hereof for a period of two consecutive years or zone, or (3) the programmer, if Full-shor is a sole proprietorable fide. Biff shall have the right to tectainiste this agreement on at least thirty (30) days notice by registered or extinct an addressed to the last address turnished by Publisher pursuant to pursuant PWENTIETH hereof and, in the case of five death of a sole proprietor, in the representative of said projector's center, if known to BML in the event of midd termination, no payments shall be due Publisher pursuant to pursuants SEVENTH hereof.

no payments shall be dee Publisher persent to paragraph SSVENTH ferrors.

SEVENTE: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute this to the performing rights granted to BMI beryander. In the event that during the term BMI shall hold absolute this to the performing rights granted to BMI beryander. In the event that during the term BMI shall hold absolute this in heakington, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors. Publisher shall make an assignment for the brenefit of creditors. Publisher shall be a petition to the appointment of a receiver of transaction and to constitute the corporate reorganization or arrangement under the United States bearington town. Publisher shall be a petition of the performent of the performance of the performan the terms and conditions of this agreement.

Elegitery: Any controversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be sattled by arbitration in the City of New York, in accordance with the Rules of the American or the bitration, Association, and higher the post the arrand of the arbitration association, and in the city of the arrand of the arrand of the arbitration inclining remeasable alterney's feet, which shall be borne by the onsuccessful party.

MINEXENTH: Publisher agree, that it shall not, without the written consent of BMI, assign any of its rights forcemeter. No rights of any kind against BMI will be acquired by the assignee it any such purposed assignment is made by Publisher without such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terses of this agreement shall be valid if self-ressed to Publisher at the last address so furnished by Publisher.

TWENTY-FIRST: This agreement cannot be changed arally and shall be governed and construed pursuant to the laws of the State of New York,

TWENTY-SECOND: In the error that any part or parts of this agreement are found to be yold by a court of competent jurisdiction, the remaining part or parts shall reversible who blading with the same force and effect as if the yold part or parts were deleted from this agreement.

TWENTY-THIRD: This acresment, as of its effective date, cancels and appearance the agreement 

It is agreed that any part of any advances heretofore made to Publisher pursuant to the Supersected Agreement which shall not have been recouped by performances of works up to the effective date of this agreement shall be decised to be an advence against all montes which may become payable to l'ublisher pur-quant to firs agreement and agy extensions or modifications shoreof or substitutions therefor.

IN WITHESS WHEREOF, the parties hereto have samed this agreement to be duly executed as of the day and year first above written.

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# FORM CORDS

For a Work of the Performing Arts UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

PA 1-167-207

EFFECTIVE DATE OF REGISTRATION
March 15, 2007

Application received: 19Mar07
Fee received: 19Mar07
Deposit received: 19Mar07

### TITLE OF WORK:

REHAB as contained in "REHAB" UNIVERSAL/ISLAND #602517095359

# NATURE OF WORK:

WORDS AND MUSIC

AMY WINEHOUSE	
No	
No	
No	
UNITED KINGDOM	
WORDS & MUSIC	
	No No No UNITED KINGDOM

2006

PUBLICATION:

Date: Nation: October 24, 2006 UNITED KINGDOM

# **COPYRIGHT CLAIMANT(S):**

Claimant #1:

EMI MUSIC PUB. LTD. (C/O EMI BLACKWOOD MUSIC INC.)

810 7TH AVENUE, 36TH FLOOR

NEW YORK, NY 10019

# TRANSFER:

BY VIRTUE OF WRITTEN AGREEMENT

PREVIOUS REGISTRATION: Has registration for this work or for an earlier version of this work already been made in the Copyright Office?

No.

DEPOSIT ACCOUNT: The fee for this registration has been charged to the following account:

Name: EMI MUSIC PUBLISHING (CORDS)

Account Number: 090557

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Copyright Office Annotations:

Examined by: db Correspondence: Yes

CORRESPONDENCE: Correspondence about this application may be addressed to:

EMI MUSIC PUBLISHING

810 7TH AVENUE, 36TH FLOOR

NEW YORK, NY 10019

Daytime phone number: 212-830-5107
Evening phone number: 212-830-5107
FAX number: 212-830-5198

Email address: rcabiltes@emimusicpub.com

## PERSON TO CONTACT FOR RIGHTS AND PERMISSIONS:

EMI MUSIC PUBLISHING Attn: RON CABILTES

810 7TH AVENUE, 36TH FLOOR

NEW YORK, NY 10019

Daytime phone number: 212-830-5107 FAX number: 212-830-5198

Email address: rcabiltes@emimusicpub.com

I, the undersigned, hereby certify that I have the authority to submit this application and that the statements made herein are correct to the best of my knowledge.

/C=US/ST=AL/O=EMI Music Publishing/OU=Copyright/CN=Ronald Cabiltes/ The digital signature of the applicant is on file.

End of Copyright Registration Data

This space is intentionally left blank.

## MAIL CERTIFICATE TO:

EMI MUSIC PUBLISHING ATTN: RON CABILTES

810 7TH AVENUE, 36TH FLOOR

NEW YORK, NY 10019

<sup>\* 17</sup> U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



AGREEMENT made on January 23, 2006 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y.10019-3790 and EMI Blackwood Music Inc., a Connecticut corporation ("Publisher"), whose address is c/o EMI Entertainment World Inc., 810 Seventh Avenue, New York, NY 10019-5818

### WITNESSETH:

- 1. The term of this agreement shall be the period from April 1, 2005 to December 31, 2008, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.
- 5.
  A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For sadio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

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Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

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- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.
  - 9.

A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recounsed by BMI.

Bx Thaterminalea elibistepreneur simbiendeuned midjen aa mydigina eachigmiensaalaing between Bildonddimicenseur under Heaneurchen incellea eissacendu menocendrondberendingsach underhood, Bildoshall danache righetotrondauercodicenseurbool Publisius 's Weste in all phenocendum all musike with respect as adichestal humassocist ar of the adapted administration could be dichestal phenocenseur of the may choose to

- 10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.
  - 11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

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- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

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### 13. Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.
  - 17. BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (I) and A (2) of this paragraph 17.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (I) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

P800

Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.
- 25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

P800 Page 8 of 10

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day

BROADCAST MUSIC, INC  By  Vice President	A
"PUBLISHOR"  By (Authorized Signalory)  If your company structure is a PARTNERSHIP,	Martin Bandier, Chairman and CEO
By	Printed Name
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Partner	Printed Name

and year first above written.

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P800 Page 10 of 10



AGREEMENT made as of this 2nd day of June 1989 BETWEEN EMI MUSIC PUBLISHING LIMITED of 127 Charing Cross Road, London WC2H OEA, England ("the Owner") of the one part and EMI APRIL MUSIC INC. and EMI BLACKWOOD MUSIC INC. both of 1290 Avenue of the Americas, New York, NY 10104, U.S.A. ("the Publisher") of the other part.

WHEREAS IT IS AGREED as follows: -

# 1. <u>DEFINITIONS</u>:-

In this Agreement the following terms shall where the context so requires or admits have the following meanings:-

- (a) "the Owner" shall mean EMI Music Publishing Limited together with all of its subsidiary companies and its and their trading names as set out in the Schedule hereto and marked Annexure 'A' including, without limitation, EMI Songs Limited and EMI United Partnership Limited (together "NewCos"), which list may be added to or reduced during the Term.
- (b) "the Term" shall mean the initial period of 1 (one) month commencing on the date hereof. The Term shall be automatically renewed for additional periods of 1 (one) month each from the expiration of the initial period unless either party shall sent notice to the other prior to the expiration of any such 1 (one) month period. In the event that such notice is sent the term will expire on the last day of the month in which it was given.
- (c) "the Compositions" shall mean:
  - (i) the Prior Compositions, and
- (ii) the words and music of all musical compositions hereafter acquired or controlled by the Owner during the Term pursuant to agreements entered into on or after 2nd June 1989 other than in the case of the NewCos insofar as the Owner has acquired rights therein for the Licensed Territory, and
- (iii) the words and music of any other musical compositions presently owned or controlled by the Owner which the Owner and the Publisher agree during the Term shall be made available to the Publisher for the Licensed Territory, and
- (iv) notwithstanding anything to the contrary contained herein the words and music of the musical compositions included or to be included in the KPM Music Limited Recorded Music Library, the Berry Music Company Limited Conroy Library, the Themes International (Music) Limited Recorded Music Library and the Francis Day and Hunter Limited Mood Music Recorded Library are excluded from this Agreement.
- (d) "the Prior Compositions" shall mean all those musical compositions which are the subject matter of all agreements between

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NewCos and EMI Entertainment World Inc. prior to this Agreement, the rights in which have reverted to the Owner upon the expiry of the said prior agreements.

- (e) "the Licensed Territory" shall mean the territory of the United States of America, Canada and save in the case of Compositions owned and/or controlled by the NewCos, Israel.
- (f) "IMP" shall mean International Music Publications of Southend Road, Woodford Green, Essex IG8 8HN, England.
- (g) "Videogram" shall mean audic visual records or similar contrivances where the audio-visual content is 50% (or more) of the running time of such contrivance (including but without limitation computer software incorporating not only sonic reproduction of the Compositions but also visual reproduction of the lyrics thereto on a screen or by a print out).

# 2. GRANT OF RIGHTS:-

In consideration of the royalties hereinafter agreed to be paid and of the obligations on the Publisher's part contained herein the Owner hereby grants by way of licence only to the Publisher subject to the terms and conditions hereof (and in particular to Clauses 4 and 9 hereof) the following rights in and to the Compositions and each of them to the extent that the Owner owns or controls the Compositions for the Licensed Territory for the Term.

- (a) (i) The non-exclusive right to print publish and sell the same in any and all parts of the Licensed Territory and the non-exclusive right to include any of the Compositions in any album book or folio. The only third party having the right to print publish and sell copies of the Compositions in the Licensed Territory is IMP.
- (ii) In the event that the Publisher or the Publisher's licensee in the Licensed Territory should reject any particular printed project of the Owner then the Owner shall be free to appoint a third party in place of the Publisher or the Publisher's licensee insofar as it is necessary to comply with Owner's prior contractual commitments with third parties.
- (iii) The Owner shall from time to time inform the Publisher of Compositions which may not be included in any album, book, folio, newspaper, magazine or periodical or where such right is limited in which case the Publisher agrees to abide by the direction of the Owner in each case.
- (iv) Subject to any pre-existing arrangements or agreements entered into by the Owner with any third party and sub-clause (i) above the Publisher shall have the exclusive right to import publications containing the Compositions or any of them into the Licensed Territory for sale in the Licensed Territory only.

- (v) The grant of rights made in this sub-clause (a) does not include the Copyright in the artwork and the compilation (if any) in respect of publications produced by or on behalf of the Owner cutside the Licensed Territory. In the event that the Publisher should wish to use any such artwork and/or compilation in its own publications the Publisher may do so having first obtained the prior written permission of the relevant Copyright owner in each case.
  - (b) The exclusive right to collect all monies arising from the local performing right societies in the Licensed Territory from the issuance of licences for public performance, including broadcasting or television (whether by conventional means or by cable or satellite or such other means as may be devised). For the avoidance of doubt no person firm or company (including but without limitation the Publisher) other than the appropriate performing right societies in the Licensed Territory has any right to deal in performing and broadcast rights.
  - (c) The exclusive right to authorise mechanical or electrical reproduction in the making of audio gramophone records or similar contrivances or such other media for audio only reproduction as may be devised or utilised (including any audio-visual record or similar contrivance where the audio-visual content is less than 50% of the running time) for sale to the public in the Licensed Territory and to collect all mechanical royalties and fees payable on audio gramophone records or similar contrivances or such other media for audio only reproduction as may be devised or utilised sold in the Licensed Territory wherever manufactured.
  - (d) (i) The exclusive right to authorise mechanical or electrical reproduction in the manufacture of copies of Videograms in the Licensed Territory and to collect all royalties and fees payable on such Videograms regardless of where the same may be sold, PROVIDED THAT the Publisher shall obtain the Owner's prior written permission in respect of each such licence granted for the use of any of the Compositions and PROVIDED FURTHER THAT the Publisher shall forthwith send to the Owner details of all video licences issued by the Publisher or on its behalf.
  - (ii) The Owner reserves unto itself the exclusive right to authorise mechanical or electrical reproduction in the manufacture of copies of Videograms in all countries of the world outside the Licensed Territory for sale to the public (including in the Licensed Territory) and to collect all royalties and fees payable on such Videograms aforesaid.
  - (e) The exclusive right to grant non-exclusive world licences for the recording, reproduction and use of the Compositions in and in connection with motion pictures or television productions (including but without limitation commercials and advertisements) intended to be used in any media now known or hereafter devised (including but without limitation cable and satellite television) produced in the Licensed Territory and the making of copies thereof, of exporting such copies to all countries of the world,

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Publisher. This Agreement constitutes the entire agreement between Owner and Publisher at the date hereof with regard to the sub-publishing of the Compositions and the parties hereto enter into it solely on that basis without reliance on any other representations whatsoever.

# 24. PROPER LAW: -

- (a) This Agreement shall be governed by the laws of England and the High Court of Justice in England shall be the Court of Jurisdiction.
- (b) Nothing contained in this Agreement shall in any way restrict the Owner's and the Publisher's rights pursuant to the Treaty of Rome and any subsidiary or amending legislation or agreements relating thereto.

SIGNED by

AND by
Directors for and on behalf
of EMI MUSIC PUBLISHING
LIMITED

SIGNED by

AND by Directors for and on behalf of EMI APRIL MUSIC INC.

SIGNED by

AND by Directors for and on behalf of EMI BLACKWOOD MUSIC INC.

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United States of America

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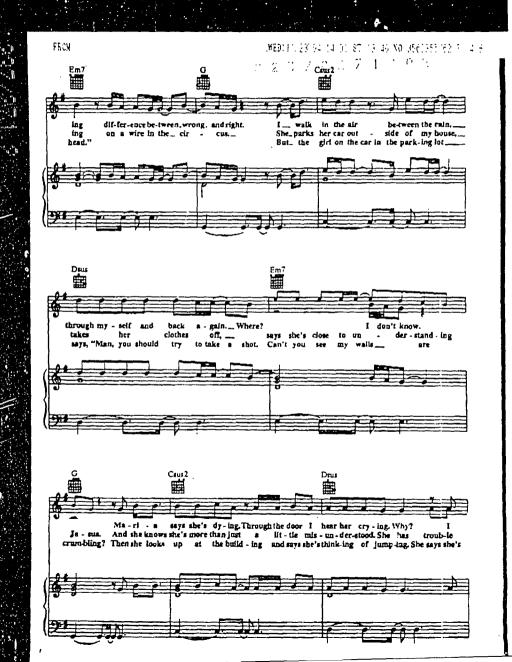
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Words and Music by ADAM DURITZ, DAVID BRYSON, MATT MALLEY, STEVE BOWMAN, CHARLIE GILLINGHAM, CHRIS ROLDAN, DAN JEWETT and DAVE JANUSCO

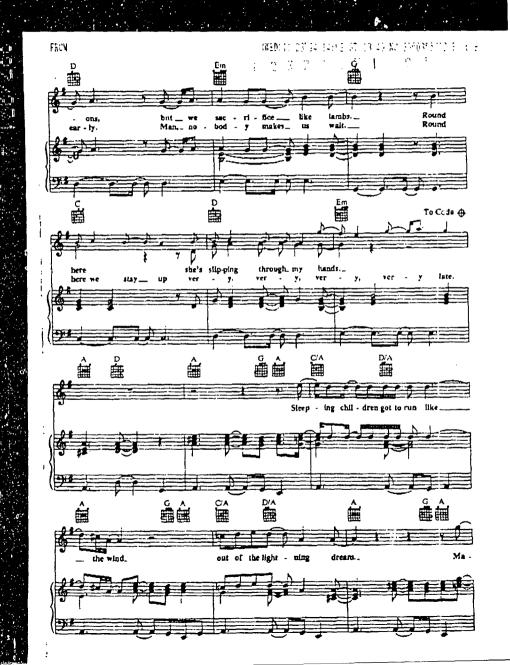


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## 3:16-cv-00049 Document 18-2: Filed on 03/20/17 in TXSD: Page 109 of





# 3:16-cv-00049 Document 18-2 Filed on 03/20/17 in TXSD Page 111 of



AGREFMENT made on ... December 13, 1993 ... between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 19019 and

"Publisher", whose address is \_\_\_\_/o\_Segal & Faldstein 1900 Bundy Ste. 200 Los Angeles, CA. 90025

#### WITNESSETH:

#### 

#### SECOND: As used in this agreement, the word "works" shall mean:

- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-omusical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership or comprehip or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- THIRD: Except us otherwise provided herein. Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all of the works.

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C. The non-exclusive right to adopt or arrange any part or all of any of the works for performance purposes, and to license others to do so.

#### FOURTH:

- A. The rights granted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or license the performance of more than one song or ariu from a dramatic or dramaticomusical work which is an opera, operate, or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.
- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the gent made by subsparagnaph. At of paragraph THIRD here performances of works comprising more than thirty (30) minutes of a dramatic or dramatic-musical work, but this right shall not apply to such performances from (1) a score originally written for and performed as part of a theatitical or television film, (2) a score originally written for and performed as part of a redio or television film, (2) a score originally written for and performed as part of a redio or television film, (2) a score originally written for and performed as work.
- C. Publisher retains the right to issue non-exclusive licenses for performances of a work or works tother than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license IIM1 is given written notice of the titles of the works and the nature of the performances so licensed by Publisher.

#### FIFTH

- A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has performing rights:
- (1) For performances of works on broadcasting stations in the United States, its territories and possessions BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system to computing the number of such performances.
- It is acknowledged that BMI licenses the works of its affiliates for performance and the state of the state o
- (2) For performances of works outside of the United States, its territories and possessiona BMI will pay to Publisher all monite received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the works after the deduction of BMI's then custent handling charge applicable to its affiliated publishers.
- (3) In the case of works which, or rights in which, are owned by Publisher jointly with one or more other publishers who have granted performing rights therein to BMI, the sum payable to Publisher under this subparagraph A shall be a pro-rate share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the foregoing provisions of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such work referred to in sub-paragraph A of paragraph TENTH hereof, or the close of foreign performances, the information referred to in sub-paragraph B of paragraphs POURTEENTH hereof, or 122 any performance as to which a direct liences or de-

SIXTH: BMI will furnish statements to Publisher at least twice during each year of the term showing the number of performances of the works as computed pursuant to subparagraph A(1) of paragraph FIFTH hereof, and at least once during each year of the term showing the monies received by BMI referred to in subparagraph A(2) of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for advances or amounts due to BMI from Publisher.

#### SEVENTH:

termination of this agreement. In the event that BMI to continue to license the works absequent to the termination of this agreement. In the event that BMI continues to license any or all of the works, however, BMI shall continue to make payments to Publisher for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such works to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally naid by BMI to it affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Pablisher directly or indirectly of performing rights to any other performance rights organization within tent (10) days from the making of such grant or purported grant. Publisher agrees to purported grant and if Publisher fails to so inform BMI thereof and BMI makes payments to Publisher or any period after the making of any such grant or purported grant. Publisher agrees to repay to BMI all amounts so paid by BMI promptly on demand. In addition, if BMI inquires of Publisher by registered or repay to BMI all amounts and present to Publisher fails to confirm to BMI by registered or certified mail.

Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquirity that Publisher has not made any such grant or purported grant. BMI may, from and after such date, discontinue making any payments to Publisher.

- B. BMPs obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon BMPs receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's abare of foreign performance royalties carned by any of the works. Payment of such foreign royalties shall be subject to deduction of BMPs then current handling charge applicable to its affiliated publishers.
- ment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the works during a period when such works were licensed by BMI guranant to this agreement, BMI shall have the thin the works were licensed by BMI guranant to this agreement, BMI shall have the the works to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI of the right to the black to Publisher by such other organization or that Publisher has not been so paid. In the event that Publisher has been so paid, the monites payable by BMI to Publisher for such performances during such period shall be reduced by the amount of the payment from such other organization. In the event that Publisher does not supply such evidence within eightnern (18) months from the date of BMI's request therefor, IMI shall be under no obligation to make any payment to Publisher for performances of such works during such period.
- EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an uncarned balance of advances paid to Publisher by BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned halance of advances has been fully recouped by BMI.

#### NINTH:

at any time, any work which in BMI's opinion (1) is similar to a previously existing composition and might constitute a copyright infringement, or (2) has a title or music or lyire similar to that of a previously existing composition and might constitute a copyright infringement, or (2) has a title or music or lyire similar to that of a previously existing composition and might lead to a claim of unfair competition, or (3) is oftensive, in bad taste or against public morals, or (4) is not reasonably suitable for performance.

- B. In the case of works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such work from this agreement, or (2) to classify any such work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- B of this paragraph N nor or pursuant to subparagraph A or Of paragraph WELPTI hereof, all rights of BMI in such work shall automatically revert to Publishes ten (10) days after the date of the notice of such acclusion given by BMI to Publisher. In the event that a work is classified for least that foll credit under subparagraph R 22 of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of the BMI societie to Publisher of the credit allores and the paragraph R 10 and the paragraph R 10 and the publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI societie to Publisher of the credit alloresated to such work, to terminate all rights in such work granted to BMI herein and all such rights of BMI in such work shall revert to Publisher thirty (30) days after the date of such notice from Publisher to BMI.

#### TENTH:

- Mith respect to each of the works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) Two copies of a completed clearance sheet in the form supplied by BMI, unless a cue sheet with respect to such work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.
- (2) If such work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other works, such copy need be furnished only if requested by BMI pursuant to subsection (c) of subparagraph D(2) of this paragraph TENTH.
- (3) If such work has been or shall be synchronized with or otherwise used in connection with motion picture or to vision film or tape, a cus sheet showing the title, composers, publisher and nature and duration of the use of the work in such film or tape.
- B. Publisher shall submit the mater'al described in subparagraph A of this paragraph TENTH with respect to works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each clearance sheet or cue sheet shall constitute a warranty by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the works listed thereon has been granted to or reserved by others except as specifically set forth therein.
  - D. Publisher agrees:
- (1) To secure and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the faws of such other nations of the world where such protection is

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afforded; and to give BMI prompt written notice of the date and number of copyright registration and/or renewal - of each work registered in the United States Copyright Office.

#### (2) At BMI's request:

(a) To register each unpublished and published work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To record in the United States Copyright Office in accordance with the Copyright Law of the United States any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the works.

(c) To obtain and deliver to BMI copies of: unpublished and published works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any of the documents referred to in sub-section (b) above.

E. Publisher agrees to give BMI prompt notice by registered or certified until in each instance when, pursuant to the Copyright Law of the United States, (1) the rightly franked to BMI by Publisher in any work shall revert to the writer or the writer or presentative, or 12) copyright protection of any work shall treminate.

#### ELEVENTH: Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firms, corporation or association.

B. Except with respect to works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance sheet or one sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has exclusive performing rights in each of the works with the of written grants thereof to Publisher signed by all the authors and composers or other owners of such work.

of its licensees and their respective agents, servants and employees, free and hardness from an against any and all demands, loss, damage, suits, judgments, recoveries and cents, including connect fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the sights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TVELPTH shall not apply to any matter added to, or changes made in, any work by BMI or its licensees.

B. Upon the receipt by any of the parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or two copies thereof, and BMI shall have the right to participate by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notices as its own expense. Publisher agrees to cooperate with BMI in all such matters, indemnified, BMI shall have the right, from the date thereof, to exclude the work with respect to which a claim in made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

settled or adjudicated.

THIRTEENTH: Publisher makes, constitutes and appoints BMI, or its nominer, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, to of all cate, take all proceedings, and execute, acknowledge and deliver any and all instruments, appears, documents, process or plendings that may be necessary, proper or expedient to restrain infringement of and/or to selected and the selec

### FOURTEENTH:

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public per-forming rights controlled by BMI in territories outside of the United States, its territories and possessions therein-after called "Oreign territories". Upon Publisher's written request, BMI agrees to permit Publisher to grant per-forming rights in any or all of the works for any foreign territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into any contracts this performing rights licensing the contract with the performing contracts and that the meaning the performing rights in a performing rights licensing the performing rights licensing th any accontract with a performing rights licensing organization covering such foreign territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its subsert unergot, rotuning neterit contained, nowers, man be deemed to restrict trousiness from songitude to foreign publisher or representative the right to collect a part or all of the publishers' performance royalists earned by any or all of the works in any foreign territory as part of an agreement for the publication, exploitation or representation of such works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing arganization covering such territory.

rights increasing organization covering uncertainty. BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the works are granted for any foreign territory. Such notice shall set forth the title of the work, the country or countries insolved, the privided such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the foreign territory and the amount of such state. Within the 1/01 days after the execution of this agreement Publisher agrees to submit to BMI, in viting, a list of all works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to cullet publisher performance coyalties canned in any foreign territory.

share of performance royalties earned by any of the works in any foreign territory. Publisher shall promptly pay such royalties to the writer of writers of the works involved. If Publisher is unable for any reason to locate and make payment to any of the writers involved within six (6) months from the date of receipt, the amounts due such writers shall be returned to BMI.

#### FIFTEENTH:

A. Publisher agrees that Publisher, its agents, employees, representatives or affiliated companies, will not directly or indirectly during the term of this agreement:

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(1) Solicit or accept payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

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payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permit Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submit to BMI, as one of the works to come within this agreement, any musical

composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association. Publisher agrees that Publisher, its agents, employees or representatives will not directly

or indirectly during the term of this agreement make any effort to ascertain from, or offer any inducement or consideration to, anyone, including but not limited to any broadcasting herence of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI idensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI a system of sampling or logging performances or affect the representative character or accuracy of BMI a system of sampling or logging performance.

C. Publisher agrees to notify BMI promptly in writing (1) of any change of firm name of Publisher, and (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall have the right, in its sole discretion, to terminate this agreement by giving Publisher at least thirty (30) days' notice by registered or certified mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

IXTEENTH: In the event that during the term of this agreement (1) mail addressed to Publisher at the lost address furnished by it pursuant to paragraph TWENTIETH hereof thall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thiny (30) days notice by registered or excitified mail addressed to the last address furnished by Publisher pursuant to paragraph TWENTIETH hereof and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTERNTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankrupter, such a petition shall be filed against Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the Denefit of creditors, Publisher shall make an assignment for the Denefit of creditors, Publisher shall make an assignment for the Denefit of creditors, Publisher shall make an assignment for the Denefit of creditors, Publisher shall make an assignment for the Denefit of creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment for the Denefit of Creditors, Publisher shall make an assignment of Creditors and Denefit of Creditors, Publisher shall make an assignment of Creditors and De shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a peti-tion for corporate reorganization or arrangement under the United States bankruptcy laws, Publisher shall institute tion for corporate reorganization or arrangement inner the Onited States Behaviory and, a unifer state instituted against it any other insolvency proceeding under the United States bankruptey laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all works for which clearance sheets shall have theretofore been submitted to BMI and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: Any controversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be settled by arbitration in the City of New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. Such award shall include the fixing of the expenses of the arbitration, including reasonable attorney's tees, which shall be borne by the unsuccessful party.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terms of this agree-ment shall be valid if addressed to Publisher at the last address so furnished by Publisher.

TWENTY-FIRST: This agreement cannot be changed orally and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC.

Rick Riccobono Vice President

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and a comment of the second second

Adam Frederic Duritz

November 1, 2002

Free Ohio Pub Attn: Mr. Dave A. Janusko 44 Albion Street San Francisco, CA 94103

Dear Mr. Janusko:

Round Here

Pa 708-854

May 31, 1994

David Janusko, Steve Bowman, Adam Duritz, Dan Jewett, Matthew Malley, Christopher Roldan, David Bryson, and **Charles Gillingham** 

In reference to above named document, can you please confirm that Free Ohio Music and Free Ohio Pub are one and the same entity.

Accepted and Agreed to:

Free Ohio Pub

Pt. 768-854 Regard Here

May 37, 1994

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	on individual	
	WITNESSETH: FIRST: The term of this agreement shall be the period from April 1, 1993	
	toPARCH31 p1998, and continuing thereafter for additional protode of five 151 years on h union terminated by either party at the end of such initial period, or any such additional five (5) year priod, upon notice by registered or certified mail not more than alx (6) months or less than three 131 months prior to the end of any such term.	
	SECOND: As used in this agreement, the word "works" shall meen:	
	A. All motical compositions (including the student argument and individual compositions written for a dramatic or drawatic-numbed work) whether published or computational, now owned or copyrighted by Publisher or in which Telisher owner occurring performing rights, are	*
	B. All monical compositions (including the student segments and individual compositions written for a dramatic or dramatic-omerical work) whether published or supublished, in which hereafter during the term Publisher acquires ownership or copyright or control of the performing rights, from and after the data of the acquisition by Publisher of such ownership or control.	
	THIRD: Except as otherwise provided herein, Publisher hereby sella, assigns and transfers to BM1, its successors or assigns, for the term of this agreement:	
	A. All the rights which Publisher owns or acquires publish to perform, and to license others to perform, anywhere in the world, any part or all of the works.	
	B. The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical transcriptions, wire, taps, film or otherwise, but only for the purpose of performing such work publicly by means of radio and therelvision or for partitive or audition purposes and not for acids to the public or	

or synchronization (1) with motion pictures intended prime distributed by means of syndication to broadcasting stations.

C. The non-ractuaire right to adapt or arrange any part or all of any of the works for per-turprocess, and to license others to do so.

## FOURTH:

A. The righis granted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or license the performance of more than one song or aris from a dramatic or dramatic musical work which is an opera, operetts, or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet if such performance is acrossponied by the dramatic action, constants

B. Publishers, ingusthers with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the great made by subparagraph A of paragraph THIRD hereod performances of works comprising more than thirty (30) anisates of a dramatic or distantice-maintained work, but this right shall not apply to such performances from (1) a score originally written for and performed se part of a theatrical or theiration bits, (2) a score originally written for and performed se part of a radio or tehroison bits, (2) a score originally written for and performed se part of a radio or tehroison may be a successful to the second or their sides of their sides of their sides of the second or their sides of their sides o

C. Publisher retains the right to issue non-reclusive licenses for performances of a work of works tother than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such ference BM is given written notice of the titles of the works and the nature of the performances as licensed by Published.

#### FIFTH:

A. As full consideration for all rights granted to BMI hereunder and as accurity therefor, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has performing rights:

(1) For performance of works on breachesting stations in the United States, its terri-tories and possessions BMI will pay amounts calculated poresant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to in affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be retired to payment shall be esti-mated by BMI in accordance with its then current system of computing the sembler of such performances.

his acknowledged that BMI licenses he works of the affiliate for performance of such personances.

It is acknowledged that BMI licenses he works of the affiliates for performance by non-broadcasting means, but that unless and until such time as feasible methods can be devised for tabulation of and payment for such performances, payment will be based solely on broadcast performances. In the event that during the term of this agreement BMI shall er abits he system of separate payment for non-broadcasting performances, BMI shall pay Publisher upon the beats of the time current performance rates generally pead by EMI to solve affiliated publishers for similar performances of sinular compositions.

(2) For performances of works attaide of the United States, in territories and possible and the United States, in territories and possible and the United States from any performing rights bicrossing organization which are designated by such organization as the publisher's deep performance royalties carried by any of the works after the deduction of BMI's then current handling charge applicable to its affinited publishers.

(3) In the case of works which, or rights in which, are swead by Publisher jointly with one or more other publishers who have granted performing rights therein to DMI, the sem payable to Publisher under this subparagraph A shall be a pro-rate share determined on the basis of the number of publishers, under BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different drivingless on payment.

B. Notwithstanding the foregoing provisions of this paragraph FIFTH, BMI shall have no obligation to make parameter with respect to (1) any performance of a work which access prior to the date on which BMI shall have received from Publisher all of the makerial with respect to seet, work referred to in sub-paragraph A of paragraph TEMTH hereof, and in the case of foreign performances, the information referred to in sub-paragraph B of paragraph TURITE PUBLISH hereof, or 121 any performances as to which a direct license as dis-

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SIXTH: BMI will furnish statements to Publisher at least twice during each year of the term showing the DIALIE: DRUGGE UP THE RESERVE OF THE PROPERTY OF THE PROPERTY

#### SEVENTH:

A. Nothing in this agreement requires BMI to continue to license the works subsequent to the termination of this agreement. In the event that BMI continues to license any or all of the works, however, BMI shall continue to make paramets to Publisher for so to long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such works to any other increasing organization. The amounts of such payments shall be calculated pursuant to BMI's these current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to north; BMI to registered or certified mail of any grant or purported grant by Publisher directly. Publisher agrees to notify SMI to required or certified mail of any grant or purported grant by rustinate circuit or indirectly of performing rights to an other performing rights organization within ten 1100 days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes pay ments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI organized and the such as the such purported grant publisher agrees to repay to BMI all amounts addressed to Publisher's last known address, whether Publisher has not de ann such reart or purported grant and addressed to Publisher's last known address, whether Publisher has not de ann such reart or purported grant and the publisher's last known address. sourcesses to rustissers said among address, whether Publisher has mode any such krant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty, '100 days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BHTs obligation to continue payment to Publisher after the termination of this agreement for performances, untiled of the United States, its territories and possessions shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights livenessing organizations as the publisher's share of foreign performance rotation extends on any of the works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers.

to occurring in mit a timer current nanounce cases apparatuse to its annuare pusitishers will receive or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the works during a period when such works were licensed by BMI pursuant to this agreement, BMI shall have the right to mithhold payment for such performances from Publisher until receipt of reideser satisfactors to BMI of the amount so paid to Publisher by such other organizatio, or that Publisher has not been so paid. In the cerean that Publisher has been so paid the monies payable by BMI to Publisher for such performances during such period shall be reduced by the amount of the payment from such off sometimes or such performance during term not supply such evidence within eighteen 181 months from the date of BMTs request therefore, BMI shall be under no obligation to make any payment to Publishee for performances of such work during such period.

ElGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by talements rendered to Publisher prior to the effects of the observed such extracted in Publisher prior to the effects of the observed such termination, there remains an uncarned balance of advances part to Publisher by BML, such termination shall not be effective until the close of the calendar quarterly period during, which is a Publisher shall regard such uncarned halance of advances, or (B). Publisher shall until the Publisher shall regard to restrict a statement rendered by BML. at its normal accounting time showing that such unearned balance of advances has been fully recouped by BMI.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any work which in BMI's opision (1) is similar to a previously existing composition and might constitute a copyright infringement, or (2) has a uttle or mear or 1) ric similar to that of a previously existing composition and might lead to a claim of unfair competition, or (3) is oftensive, in had taste or against public morets, or (4) is not reasonably suitable for performance.

B. In the case of works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to seclude any such work from this agreement, or (2) to classify any such book a catted to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any work is excluded from this agrees ment nursuant to subparagraph A or B of this paragraph NINTH. Or pursuant to subparagraph to of paragraph INTHE (The Detect), all rights graph to 80 Min in such work shall automate all present to Publisher ten (10) days after the date of the notice of such exclusion given by Mill to Publisher. In the reset that a work is classified for first that full credit under subparagraph Eliza of this programment to the second seco

A. With respect to each of the works which has been or shall be published or recorded com-mercially or synchronized with motion pirture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) Two copies of a completed clearance shoet in the form supplied by BMI, unless a cue sheet with respect to such work in furnished pursuant to subparagraph A(3) of this paragraph TENTII.

(2) If such work is based on a composition in the public domain, a legible lead sheet or other written or printed cupy of such work setting forth the lyrics, if any, and master correctly sentenced pro-vided that with respect to all other works, such cupy need to furnished only if requested by BMI pursuant to sub-sertion (r) of subparagraph 19212 of this paragraph 19214.

(3) If such work has been or shall be speckronized with or otherwise used in connection with motion picture or television him or taps, a cue short showing the title, composers, publisher and nature and direction of the use of the work is such him or taps.

B Publisher shall submit the material described in subparagraph A of this paragraph TENTII
with conjunct to works horstofuce published, neverted or space enable stitus ten (10) days after the starution of this
agramment and with conjunct to any of the works hereofter so published, recorded, spackronized or likely to be parformed prior to the date of publications or release of the recording, film or tape or enterparted performance.

C. The submission of each clearance short or one short shall constitute a warranty by Publisher that all of the information contained thereon is true and current and that no performing rights in any of the works listed thereon has been greated to or emerged by others except an upon the ally set forth therein.

D. Publisher agram

(1) To excure and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is

afferded; and to give BMI prompt written notice of the date and another of copyright registration and/or renowal of each work registered in the United States Copyright Other.

(2) At BMTs request:

(a) To register ourh unpublished and published with in the United States Copyright Office purveses to the Copyright Law of the United States.

(b) To record in the United States Copyright Office in accordance with the Copyright Lam of the United States any agreements, assignments, instruments or decements at any hind by which Publisher obtained the right to publish property perform and/or the right to publish, on publish or sub-publish any of the marks.

(c) To obtain and deliver to BMI copies of: unpublished and published works; copyright registration and/or rewest cretificates issued by the United States Copyright Office; any of the does ments referred to in sub-action (b) above.

when, parsuant to the e-periods agrees to give BMI prompt notice by rejected or certified must in each instance when, parsuant to the e-periods I are of the I nine Nation, (1) the rights premied to BMI by Publisher in our and shall revert to the artists or the writer's representative, or (2) copyright periods on an awak shall seminante

#### FLEVENTH: Publisher warrants and reseasons that:

commitments which conflict with its moderathings herein; this agreement; Publisher in not bound by any prior commitments which conflict with its understakings herein; the rights granted by Publisher to RMI herein are the sole and exclusive property of Publisher and are free from all executives and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair composition with, any person, firm, corporation or association.

B. Except with respect to works in which the pomention of performing rights by another person, firm, corporation or association is specifically set forth on a clearance short or one short submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has exclusive performing rights in each of the works virtue of written grants thereof to Publisher signed by all the authors and componers or other owners of such work.

#### TWELFTH:

A. Publisher agrees to defend, indemnify, new and hold BMI, its licensees, the advertisers of its licensees and their respective agreets, servants and employees, free and harmines from and against any and all demands, loss, damage, soits, judgaments, recoveries and costs, including commel fees, receiting from any scalars of whetever nature arising from or in connection with the exercise of any of the rights gramed by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any work by BMI or its licensees.

papers, writ or phedica, by which are such ideals, and the parties berein indemnified of any notice, demand, process, any of them, which plan such claim, demand, unit or proceeding is stude or commerced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as more by practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participable by consert of its own choice, at its own express. Publisher agrees to compete the BMI shall have the right to

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BM shall have the right, from the date thereof, to exclude the work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due payments to this agreement or any modification thereof until recript of satisfactory written evidence that such claim has been withdrawn, settled or adjusticated.

THERTENTII: Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lastful attorner, ittreceably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or others ins, to do all arts, take all proportionings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleedings that may be accessary, proper or expedient to restain infringement of and/or to centeres and protect the rights pranted by Publisher bereunder, and to recover damages in respect of or for the infringement or other violation of the said rights, and in BMI is sade judgment to join Publisher and/or others in whom annex the copyrights to any of the works may stand, and to discurntinue, composition or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the works; provided that any action or proceedings of the machine and the said is sole raperse and for its sele benefit.

#### FOURTEENTH:

this agreement enter into, construct with preference control into, and may during the term of this agreement enter into, construct with preference given the remain granizations for the licensing of public performing rights controlled be BMI in territories outside of the United Suese, in territories and possessions thereins after called "foreign territories". It pon Publisher's written request, BMI agrees to permit Publisher to great performing rights in any or all of the works for any foreign territory for which, at the time such request is received. BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights licensing organization to the best being a such grant of the protein and the performing rights licensing organization covering such foreign territory and shall have notified Publisher thereof. Anothing herein contained, however, that the restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publisher's performance revolutive enred by any or all of the works in any fureign territory as part of an agreement for the publishers, exploitation or representation of such works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

rights icrossing organization covering sect neutrons.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in am or all of the works are granted for any foreign territory. Such notice shall set forth the title of the north, the country or countries involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance rotalities eatned in the foreign territory and the amount of such share. Within ten 100 days after the execution of this agreement Publisher agrees to submit to BMI, in criting, a list of all works as to which Publisher has, prior to the effective date of this agreement, grated to any person, firm, corporation or association performing rights and/or the right to collect publisher perform once royalties seemed in any foreign territory.

C. In the event that BMI transmits to Publisher performance roy sities designated as the writer's share of performance royalties carned by any of the works in any foreign territory, Publisher shall promptly pay such royalties to the writer or reiters of the works involved. If Publisher is unable for any ressons to locate and make payment to any of the artiers involved within aix (0) months from the date of receipt, the amounts due such writers shall be returned to BMI.

#### FIFTEENTH:

A. Publisher agrees that Publisher, its agrees, employees, representatives or officiated companies, will not directly or indirectly during the term of this agreement:

(1) Solicit or accept payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(3) Permit Publisher's name, or the fact of its affiliation with BMI, to be used by any other person firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submit to BMI, as one of the works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph PIPTEXTH have been made by or on shelld of a composer or eather to any person, firm, corporation or sucception.

B. Publisher agrees that Publisher, in agents, employees or representatives will not directly or indirectly during the term of this agreement make any effort to ascertain from, nor offer any inducement or conditionable or any non-circulating but not limited to any broadcasting increme of BMI or to the agents, employees or representatives of BMI or of any such licenses, for information regarding the time or times when any such BMI licenses is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or longing performances.

C. Publisher agrees to notify BMI promptly in utiling (1) of any change of firm name of Publisher, and (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall have the right, in its sole discretion, to terminate this agreement by giving Publisher at least thirty (30) days notice by registered or certified mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by it pursuant to paragraph TWENTIETH hereof shall be returned by the post office, or (2) mosics shall not have been examed by Publisher pursuant to paragraph FIFTH hereof for a prired of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days notice by registered or certified mail addressed to the last address furnished by Publisher pursuant to paragraph TWENTIETH hereof and, in the case of the death of a sole proprietor, to the representative of said proprietor's exatts, if shown to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold about it tills to the performing rights granted to BMI bereunder. In the event that during the term Publisher shall file a petition in bankrupacy, such a petition shall be filed against Tublisher whall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall be provided to the publisher shall be publi a petition shall be filed against Fubilisher, Publisher shall make an assignment for the benefit of creditors, Fubilisher shall consent to the appointment of a receiver or trustee for all or part of its property, Fublisher shall find a petition for corporate reorganization or arrangement under the United States bankrupts; law, Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankrupts; law or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain in this to the performing rights in all works for which clearance above the process of the performance of the said of the performance of the said of the performance of the said of the performance with the process of the performance of the said of the performance with the performance of the performance of the said of the performance with the performance of the performan

EIGHTEENTH: Any contruversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be settled by arbitration in the City of New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award of the arbitration may be entered in any rourt having jurisdiction thereof. Such award shall include the fixing of the expenses of the arbitration, including reasonable attors. fees, which shall be borne by the unsuccessful party.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, amign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignes if any such purported assignment is made by Publisher valhout such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher set the last address so furnished by Publisher.

TWENTY-FIRST: This agreement cannot be changed orally and shall be governed and construed and to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the

BROADCAST MUSIC, INC.

Kvilma lano

And Nue President

PREE OHIO PUB.

Jacks L 'Owner'

PŘ A. JANUSKO

AGREEMENT made on April 1/1982 between BROADCAST MUSIC, INC.

("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019 and BLACKWOOD MUSIC, INC.

a Connecticut corporation

("Publisher"), whose address is 1350 Avenue of the Americas. New York, New York 10019

## WITNESSETH:

FIRST: The term of this agreement shall be the period from \_\_\_July 1, 1981

to December 31, 1985, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of such initial period, or any such additional five (5) year period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any

SECOND: As used in this agreement, the word "works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership or copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all of the works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such work publicly by means of radio and television nor for archive or audition purposes and not for sale to the public or for synchronization (1) with motion pictures intended primarily-for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations:

C. The non-exclusive right to adapt or arrange any part or all of any of the works for performance purposes, and to license others to do so.

### FOURTH:

the right to perform or license the performance of more than one song or aria from a framatic or dramatic musical work which is an opera logereit, or musical show or more than five (5) minute from a dramatic or dramatic musical show or more than five (5) minutes from a dramatic or dramatic or musical show or more than five (5) minutes from a dramatic or dramatic o

scenery of that dramatic or dramatics mission work.

19 B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of works, comprising move than thirty (30) simules of a dramatic missical work, but this right shall not apply to such performances from (1) a score originally written for and performed as part of a theatrical or relevision fifm, (2) a score originally written for and performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher retains the right to issue non-exclusive licenses for performances of a work or works (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license BMI is given written notice of the titles of the works and the nature of the performances so licensed by Publisher.

## FIFTH:

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has performing rights:

(1) For performances of works on broadcasting stations in the United States, its territories and possessions BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its sifficiated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

It is acknowledged that BMI licenses the works of its affiliates for performance by non-broadcasting means, but that unless and until such time as feasible methods can be devised for tabulation of and payment for such performances, payment will be based solely on broadcast performances. In the event that during the term of this agreement BMI shall establish a system of separate payment for non-broadcasting performances, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to the other affiliated publishers for similar performances of similar compositions.

(2) For performances of works outside of the United States, its territories and possessions BMI will pay to Publisher all monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the works after the deduction of BMI's then current handling charge applicable to its affiliated publishers.

(3) In the case of works which, or rights in which, are owned by Publisher jointly with one or more other publishers who have granted performing rights therein to BMI, the sum payable to Publishers under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the foregoing provisions of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a work which occurs prior to the date on which BMI shall have received from Publisher -II of the material with respect to such work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance as to which a direct license as de-

number of performances of the works as computed pursuant to subparagraph A(1) of paragraph FIFTH hereof, and at least once during each year of the term showing the at least once during each year of the term showing the majors received by BMI referred to in subparagraph A(2) of paragraph. FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Fublisher, subject to all proper deductions, if any, for advances or amounts due to BMI from Publisher.

#### SEVENTH:

A. Nothing in this agreement requires BMI to continue to license the works subsequent to the termination of this agreement. In the event that BMI continues to license any or all of the works, however, BMI shall continue to make payments to Fubisher for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such works to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights or ganisation within ten (10) days from the making of such grant'or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI al amounts op aid by BMI' promptly on demand. In 'addition, if BMI inquires of Publisher by registered or certified 'mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any nayments to Publisher. making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by any of the works. Payment of such foreign royalties thall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers.

to deduction of BMTs then current handling charge applicable to its affiliated publishers.

C. In the event that BMI has reason to believe that Publisher will receive or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of theiworks during a period when such works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher that receipt of evidence satisfactory to BMI of the amount so paid to Publisher by such other organization or that Publisher has not been so paid. In the event that Publisher has not been so paid, the monies payable by BMI to Publisher for such performances during such period shall be reduced by the amount of the payment from such other organization. In the event that Publisher does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such works during such period.

EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements, rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI, such termination shall not be effective until the close, of the calendar quarterly period during, which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances has been fully recouped by BMI.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any work which in BMI's opinion (1) is similar to a previously existing composition and might constitute a copyright infringement, or (2) has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition, or (3) is offensive, in bad taste or against public morals, or (4) is not reasonably suitable for performance.

B. In the case of works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such work from this agreement; or (2) to classify any such work essentitled to receive only a stated fraction of the full credit hat would otherwise be given for performances thereof.

C. In the event that any work is excluded from this agreement pursuant to subparagraph 'A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such work, to terminate all rights in such work granted to BMI herein and all such rights of BMI in such work shall revert to Publisher thirty (30) days after the date of such notice from Publisher to BMI.

M. With respect to each of the works, which has been or shell be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher agrees to furnish to BMI:

- (1) Two copies of a completed clearance sheet in the form supplied by BMI, unless a cue sheet with respect to such work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.
- (2) If such work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other works, such copy need be furnished only if requested by BMI pursuant to subsection (c) of subparagraph D(2) of this paragraph TENTH.

(3) If such work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, composers, publisher and nature and duration of the use of the work in such film or tape.

- B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the works hereafter so published, recorded, synchronized or likely to be per-formed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each clearance sheet or cue sheet shall constitute a warranty by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the works listed thereon has been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is

afforded; and to give BMI prompt written notice of the date and number of copyright registration and/or renewal of each work registered in the United States Copyright Office.

(2) At BMI's request:

(a) To register each unpublished and published work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To record in the United States Copyright Office in accordance with the Copyright Law of the United States any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the works.

(c) To obtain and deliver to BMI copies of: unpublished and published works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any of the documents referred to in sub-section (b) above.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any work shall revert to the writer or the writer's representative, or (2) copyright protection of any work shall terminate.

ELEVENTH: Publisher warrants and represents that:

A: Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person; firm, corporation or association.

B. Except with respect to works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance sheet or cue sheet submitted to BMI, pursuant to subparagraph A of paragraph TENTH hereof, Publisher has exclusive performing rights in each of the works by virtue of written grants thereof to Publisher signed by all the authors and composers or other owners of such work.

TWELFTH:

A. Publisher agrees to defend, indemnify, save, and hold BMI, its licensees, the advertisers of its licensees and, their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any, of the rights granted, by Publisher in this agreement: provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any work by BMI or its licensees.

B. Upon the receipt by any of the parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, aut or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher, notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall, have the right to participate by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notices, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the work which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

THIRTEENTH: Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful autorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that may be necessary, proper or expedient to restrain infringement of and/or to renforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of the said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings our to make any other disposition of the disputes in relation to the works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole expense.

#### FOURTEENTH:

It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (hereinafter called "foreign territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the works for any foreign territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, than any such grant of performing rights by Publisher's shall terminate al'such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such foreign territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers performance royalties earned by any or all of the works in any foreign territory, as part of an agreement for the publisher is and contract with a performing rights licensing organization covering such territory.

rights licensing organization covering such territory.

Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the works are granted for any foreign territory. Such notice shall set forth the title of the work, the country or countries involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the fo-eign territory and the amount of such share. Within ten 110, days after the execution of this agreement Publishes agrees to submit to BMI, in writing, a list of all works as to which Publisher has, prior to the effective date of this agreement granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any foreign territory.

share of performance royalties carned by any of the works in any foreign territory. Publisher shall promptly pay such royalties to the writers of the works involved. If Publisher is unable for any reason to locate and make payment to any of the writers involved within six (6) months from the date of receipt, the amounts due such writers shall be returned to BMI.

#### FIFTEENTH:

A. Publisher agrees that Publisher, its agents, employees, representatives or affiliated companies, will not directly or indirectly during the term of this agreement:

(1) Solicit or accept payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

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> (2) Solicit or accept manuscripts from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

> (3) Permit Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

> (4) Submit to BMI, as one of the works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEEN'tH have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher agrees that Publisher, its agents, employees or representatives will not directly or indirectly during the term of this agreement make any effort to ascertain from, or offer any inducement or consideration to, anyone, including but not limited to any broadcasting licensee of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.

C. Publisher agrees to notify BMI promptly in writing (1) of any change of firm name of Publisher, and (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall have the right, in its sole discretion, to terminate this agreement by giving Publisher at least thirty (30) days' notice by registered or certified mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by it pursuant to paragraph TWENTIETH hereof shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days notice by registered or certified mail addressed to the last address furnished by Publisher pursuant to paragraph TWENTIETH hereof and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankrupicy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the henefit of creditors, Publisher a petition shall be filed against Publisher, Publisher shall make an assignment for the henefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptey laws, Tublisher shall institute or shall have instituted against it any other insolvency proceeding under the United states bankruptey laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain tile to the performing rights in all works for which clearance sheets shall have theretofore been submitted to BMI and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: Any controversy or claim arising out of, or : clating to, this agreement or the breach thereof, shall be settled by arbitration in the City of New York, in accordance with the Rules of the American Arbitration, and judgment upon the award of the arbitrator may be entered in any court having, jurisdiction thereof. Such award shall include the fixing of the expenses of the arbitration, including reasonable attorney's fees, which shall be borne by the unsuccessful party.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address so furnished by Publisher.

TWENTY-FIRST: This agreement cannot be changed orally and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

TWENTY-THIRD: This agreement, as of its effective date, cancels and supersedes the agreement between the parties dated April 9, 1981 .....and all modifications thereof (herein called the "Super-

seded Agreement"). All works embraced by the Superseded Agreement shall be deemed embraced by this agreement. It is agreed that any part of any advances heretofore made to Publisher pursuant to the Superseded Agreement which shall not have been recouped by performances of works up to the effective date of this agreement shall be deemed to be an advance against all monies which may become payable to Publisher pur-

suant to this agreement and any extensions or modifications thereof or substitutions therefor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

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BLACKWOOD MUSIC, INC.

(Title of Signer)e President

placement of the statements

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## BROADCAST MUSIC INC.

Performing Rights Administration

FREDRING RIGHTS

		Date February 8, 1988						
SBK Black	nlamad Maria Tara							
ACI COMPANI NAME:								
If this is a new name, indicate former	r name Blackwood Music Inc.							
BUSINESS ADDRESS:	1290 Avenue of the Amer							
individual if essential to proper delivery of mail)	New York, NY 10104							
propar convery or many		TA BASE						
BUSINESS PHONE: Area Code	e(212)975-4886	ap 2-29-88						
1	COMPLETE A, B or C							
INDIVIDUALLY AWARD.								
Full Name of Individual	.,	Soc. Sec. No						
Full Name of Individual								
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TITLE	HOME ADDRESS AND ZIP CODE	
Chairman	1290 Avenue of the Americas New York, NY 10104	
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e 3:16-cv-00049 Document 18-2. Filed on 03/20/17 in TXSD Page 127 of For Internal BMI Use Only For Internal BMI Use Only Received Entered Via Scope Performing Rights Administration Performing Rights Administration PLEASE SUPPLY THE FOLLOWING INFORMATION EMI Blackwood Music Inc. EXACT COMPANY NAME: If this is a new name, indicate former name  $\underline{\underline{SBK}}$  Blackwood Music Inc. c/o EMI Entertainment World, Inc. BUSINESS ADDRESS: (include zip code and name of 1290 Ave. of the Americas, 42nd Fl. individual if essential to proper delivery of mail) New York, N.Y. 10104 212 492-1200 BUSINESS PHONE: area code B 2 B 1 COMPLETE ONE SECTION ONLY 1989 A, B or C A INDIVIDUALLY OWNED PERFORMING RIGHTS
ADMINISTRATION Full Name of Individual Soc. Sec. No. Home Address Zip Code Fed. Tax Acct. No. ----HEATER PROPERTY (If not available request form S.S. #4 from IRS) Pctg of Ownership HOME ADDRESS Soc. Sec. No. Zip Code Zip Code Zip Code CONTINUED ON REVERSE SIDE 101-7/88/mc

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	List all Office		
FULL NAME	TITLE	HOME ADDRE	SS
Irwin Z. Robinson	President		
Steven E. Fret	Assistant Secretary		Zip Code
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FULL NAME	I	IOME ADDRESS	Pctg of Ownership
MF Catalogue Partnership	1290 Ave. o	of the Americas, 42nd Fl.	100
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New corporation has been formed	(Copy of Ce State must b	rtificate of Incorporation filed with S e attached)	Secretary of
LEASE <u>SIGN</u> AND <u>RETURN</u> TO: Patrick J. Fabbio _ BMI	Signature of	owner, partner or officer	TITLE
320 West 57th Street New York, N.Y. 10019	Irw.c	ease print name of person signing)	

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BM| |\*

- n Individual doing business as THIS OUGHT TO GET ME A NEW GUITAR

WITNESSETH:

SECOND: As used in this agreement, the word "works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, no worded or coperighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership or copyright or ownership or copyright or ownership or copyright or whether of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher heraby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all of the works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such work publicly by means of radio and television or for archive or audition purposes and not for sale to the public of for synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs, distributed by means of syndication to broadcasting stations.

C. The non-exclusive right to adapt or arrange any part or all of any of the works for performance purposes, and to license others to do so.

FOURTH:

A. The rights granted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or license the performance of more than one ones or aris from a drammic or dramatic-musical work which is an operato, operatio, or munical above or more than five 15 minutes from a dramatic or standard commiscial work which is a ballet if such performance is accompanied by the dramatic action, costumes or secency of that dramatic or dramatic or draw over.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right performances of works coapsiring more than thirty (30) minutes of a dramatic or dramatic-musical works this right aball not apply to such performances from (1) a sorte originally written for and performed as part of a theattrial or television film. (2) a sorte originally written for and performed as part of a radio or television film. (2) a sorte originally written for and performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatic-musical work.

C. Publisher retains the right to issue non-exclusive licenses for performances of a work or works (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license BMI is given written notice of the titles of the works and the nature of the performances so licensed by Publisher.

FIFTH:

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has performing rights:

(1) For performances of works on broadcasting attains in the United States, its territories and possessions BMI will pay amounts calculated pursants to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of comparing the number of such performances.

It is acknowledged that BMI licenses the works of its affiliates for perform ance by non-broadcasting means, but that unless and unit such time as fessible methods can be devised for tubulation of and payment for such performances, apparent will be !saed solely on broadcast performances. In the such that during the term of this agreement BMI shall ea shift a system of separate payment for non-broadcasting performances, BMI shall pay Publisher upon the basis of the thon current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of works outside of the United States, its territories and possessions BMI will pay to Publisher all monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's where of foreign performance royalties earned by any of the works after the deduction of BMI's then current handling charge applicable to its affiliated publishers.

(3) In the case of works which, or rights in which, are owned by Publisher jointly with one or more other publishers who have granted performing rights therein to BMI, the sum payable to Publisher under this subparageraph A shall be a pror rats share determined on the basis of the number of outbishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the foregoing provisions of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a work shirb occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such work referred to in sub-paragraph A of paragraph TENTH hereof, and in the case of foreign performance, the information referred to in sub-paragraph B of paragraph FUNTH hereof, or (2) any performance as to which a direct license as de-

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scribed in subparagraph C of paragraph FOL-RTH hereof has been granted by Publisher, its co-publisher or the

SIXTH: BMI will furnish statements to Publisher at least twice during each year of the termshowing the number of performances of the works as computed pursuant to subparageaph A(1) of paragraph FIFTH hereof, and at least once during each year of the term showing the monies received by BMI referred to in subparageaph A(2) of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for advances or amounts due to BMI from Publisher.

#### SEVENTH-

termination of this agreement. In the event that BMI to continue to license the works subsequent to the termination of this agreement. In the event that BMI continues to license are out all of the works, however, BMI shall continue to make payments to Publisher for so long as Publisher does not make or purport to make directly any great of performing rights in such works to any other horsing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly only performing rights to any other performing rights organization is thin ten 1014 days from the making of such grant or purported grant and the Publisher fails so to inform BMI threed and BMI makes powments to Publisher to any other performing rights organization is thin ten 1014 days from the making of such grant or purported grant and the performing rights or any other performing rights and the performing rights or any other performing rights and the performing rights and the performing rights and the performing rights and the performing rights organization and the performing rights organization and the performing rights organized to purported grant and the performing rights of the performing rights of the performing rights or any other performing rights organized to purport of performing rights or any other performing rights organized to perform the performing rights organized to perform the performing rights organized to perform the performing rights organized to performing rights or any other performing rights organized to perform the performing rights organized to performing rights or any other performing rights organized to perform the performing rights organized to performing rights organi

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon BMI's receipt in the United States of payment selegipated by foreign performing rights thereasing organizations as the publisher's share of foreign performance rowalities earned by any of the works, Payment of such foreign royalities shall be subject to deduction of BMI's then current handling chapter applicable to its affiliated publishers.

ment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the works during a period shannon other than BMI for or based on United States performances of one or more of the works during a period shen such works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactors BMI of the amounts to paid to Publisher by such other organization or that Publisher has not been so paid the monies payable by BMI to Publisher for such performances during such period shall be reduced by the amount of the ayment from such other organization. In the event that Publisher does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such works during such period.

EIGHTM: In the event that this agreement shall terminate at a time when, after cordining all carnings reflected by statements realized to Publisher priors to the effective date of such termination, there remains an uncerted balance of advances point to Publisher by BMI, such termination shall not be effective until the close of the realized repartiestly perior distring which AP Publisher shall repair such uncerted balance of advances, or distributions to the publisher shall repair such uncerted balance of advances or advances or at the Publisher shall realized a statement rendered by BMI at its normal arounting time showing that such uncerted balance of advances of the recognition of the publisher shall remain a such as the publisher shall remain a state of the publisher shall be p

#### NINTH

at any time, any work which in BMI's opinion (1) is similar to a previously existing composition and might constitute a copyright infringement, or (22 has a little or music or tyric similar to that of a previously existing composition and might lead to a claim of unfair competition, or (3) is offensive, in had taste or against public morals, or (4) is not reasonably suitable for performance.

domain, BMI shall have the right, and year, upon or shall be represented in the repulsion of the publishment of the publishment of the repulsion of the following the repulsion of the full credit that would otherwise be given for performances thereof.

B of this paragraph NINTH, we persuant to subparagraph C of paragraph TWELPTH hereod, all rights of BM in such work shall automatically represent to subparagraph C of paragraph TWELPTH hereod, all rights of BM in such work shall automatically represent the such was after the data with the notice of such reducion in the BM to Publisher In the event that a work is classified upon after the data with the paragraph NINTH, Publisher shall have the right, by giving notice to BMI stitin ten (10) days after the data of BMI sonities to Publisher of the event all allowed to such work, to terminate all rights in such work granted to BMI herein and all such rights of BMI in such work shall have the table of BMI sonities to BMI.

#### TENTH:

A. With respect to each of the works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI.

(1) Two copies of a completed clearance sheet in the form supplied by BML unless a cue sheet with respect to such work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.

(2) If such work is based on a composition in the public domain, a legible lead sheet or other written or printed cupy of such work setting forth the lyrics, if any, and music correctly metered, provided that with respect to all dates works, such cupy need the furnished only if requested by BMI pursuant to subsection (c) of subparagraph D(2) of this paragraph TENTII.

(3) If such work has been or shall be synchronized with or otherwise used in connection with motion picture or televance him to large, cans sheet showing the title, composers, publisher and nature and duration of the use of the work in such falm or tage.

B. Publisher shall submit the material described to subparagraph A of this paragraph TLNTH with respect to works heretofore published, recorded or synchronized within tea (10) days after the execution of this agreement and with respect to any of the swisk hereafter no published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each clearance sheet or one sheet shall constitute a warranty by Publisher that all of the information contained lineron is true and correct and that no performing rights to any of the works listed thereon has been granted to to reserved by others a corpt as specifically set forth therein.

#### D. Publisher agrees

(1) To secure and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI prompt written notice of the date and number of copyright ragistration and/or renewal of each work registered in the United States Copyright Office.

#### (2) At BMI's request:

(a) To register each unpublished and published work in the United States Copyright Office pursuant to the Copyright Law of the United States.

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(b) To record in the United States Cappright Office in accordance with the Cappright Law of the United States any agreements, assignments, instruments of one documents of any kind by which Publisher obtained the right to publish; re-publish on sub-publish any of the works.

(c) To obtain and deliver to IIMI outles of: unpublished and published vorta; copyright registration and/or renewal certificates issued by the United States Copyright Office; any of the documents referred to in sub-section (b) above.

E. Publisher agrees to give BMI prompt notice by registered in certified until in each instance when, pursuant to the Copyright Law of the United States, 1.1 the rights prainted to BMI by Eublisher in any with shall revert to the writer's representative, or 2.5 copyrights protection of any work shall renumate

#### ELEVENTH: Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement, Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all encountrances and claims; and enteries of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance sheet or cue sheet sub-sitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has exclusive performing rights in each of the works by virtue of written grants thereof to Publisher signed by all the authors and composers or other owners of such work.

#### TWELFTH:

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of its livensees and their respective agents, erreants and employees, free and hold B.dl., its licensees, the advertisers of its livensees and their respective agents, erreants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and rosts, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights grained by Publisher that agreement; provided, however, that the obligations of Publisher under this parsgraph TWELFTH shall not apply to any matter added to, or changer made in, any work by BMI or its licensees.

B. Upon the receipt by any of the parties herein indemnified of any notice, demand, process, papers, writ or pleuding, by which any such claim, demand, sait or proceeding is unde or commenced against them, or any of them, which Publisher shall be obliged to defend hereinouter, BMI shall, as sonon a same by proteinable, give Publisher notice thereof and deliver to Publisher such papers or true cupies thereof, and BMI shall have the right to participate by counsed of its own choice, at its own sepanse. Publisher agrees to recoperate with BMI in all such matters, and the process of the process of the publisher agrees to recoperate with BMI in all such matters.

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THRETENTH Dublishes makes constitutes and appears BML or its monitors. Publisher's true and baseful attorners, irreviously during the term brench in the name of BMI or that off its normes or in Dublisher's source, or otherwise, to do all acts, take all proverdings, and even tre, acknowledge and deliver any and all instruments, papers, documents, process or placifings that may be messeatly, together or expedient to restrain infringement of analytic endough the process of the rights granted by Publisher herein ier, and to recover damages in respect of or the infringement and publisher and/or others and in the continue, compromise or refer to arbitration, any such actions to proceedings of to make any other orders. And to discontinue, compromise or refer to arbitration, any such actions to proceedings or to make any other disposition of the disposition to the work; provided that so actions or proceedings or to make any other disposition of the disposition of the disposition to the work; provided that its soft expense and for its seld benefit.

#### FOURTEENTH:

this agreement enter into, contrains with performing rights beening organizations for the licensing of public performing rights controlled by BMI in territories anisole of the United States, its territories and possessions thereinafter called "foreign territories"). I you Publisher's written request. BMI agrees to permit Publisher to grant performing rights in any oral of the works for any foreign territors for which, at the time such repeats is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that has not entered into any such contract with a performing rights licensing organization; provided, however, and be as contract what a performing rights be Publisher shall terminate at such three shock BMI hall have entired into such a contract what a performing rights licensing organization covering such foreign territory and shall have onlined Publisher thereof. Nothing herein contained, however, shall be deemed to resure Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers; performance toysline or representation of such works in such territors, whether on not BMI has entered into such a contract with a performing rights forensing organization covering such bertitory.

Be Publisher agrees to made BMI promptly on setting in each instance when publication, esphination or other rights in any on all of the works are granted to any foreign herritory. Such notice shall set forth the title of the work, the country or countries anolyed, the period of such grant, the name of the person, firm, outpasses nor a association entitled to collect performance conalities correct in the foreign territory and the amount of which start. Within the 190 days after the execution of this agreement Publisher agrees to submit to BMI, in string, a list of all works are which Publisher has prior to the effective date of this agreement, granted to any person the corporation or association performing rights and/or the right to collect publisher performance royalties earned in any foreign territory.

C. In the event that BMI transmits to Publisher performance covalties designated as the scriter's share of performance covalties earned by any of the works in any foreign territory. Publisher shall promptly pay such revallies to the scriter or scriters of the works involved. If Publisher is unable for our reson to locate and make payment to any of the scriter involved within six (6) months from the date of receipt, the amounts due such writers shall be returned to BMI.

## FIFTEENTH:

A. Publisher agrees that Publisher, its agents, employees, representatives or affiliated companies, will not directly or indirectly during the term of this agreement.

(1) Solicit or accept payment from or on hehalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicit or accept manuscripts from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permit Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submit to BMI, as one of the works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this pagraph FIFTEENTH have been made by our obchalf of a composer or author to any person, firm, courporation or association.

B. Publisher agrees that Publisher, its agents, employees or representatives will not directly or indirectly during the term of this agreement make any effort to ascertain from, or offer any inducement or conor indirectly during me errin or into agreement make any entor to secretain from, or oner any monetement or con-sideration to, anyone, including but not limited to any broadcasting licensee (of BM) or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.

C. Publisher agrees to notify BMI promptly in writing (1) of any change of firm name of Publisher, and (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraphs A, B or C of this paragraph FIFTEFATH, BMI shall have the right, in its sole discretion, to terminate this agreement by giving publisher at least thirty (30) days' notice by registered or certified mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereol.

SIXTEENTH: In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by it pursuant to paragraph TWENTIETH hereof shall be returned by the post office, or (21 monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days, notice by registered or certified mail addressed to the last address furnished by Publisher pursuant to paragraph TWENTIETH hereof and, in the case of the death of a sole proprietor, to the representative of said proprietor's caste, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall fine a petition in bahartupty, such a petition in balant Publisher, Publisher shall make an assignment for the benefit of creditors, Poblisher a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or truster for all or part of its prujerty, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankrupicy laws, Publisher shall institute or shall have instituted against it any other anotenery proceeding under the United States bankrupicy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupis. BM shall retain title to the performing rights in all works for which clearance sheets shall have theretofore been submitted to BMI and shall subrogate Publisher's truster in bankrupicy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said works in accordance with the terms and conditions of this agreement.

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Continuous and continuous versus arising out of or relating to, this agreement or the breach thereof, shall be settled by arbitration in the City of New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award of the arbitration may be entered in any court having jurisdiction thereof. Such award shall include the fixing of the expenses of the arbitration, including reasonable attorney's fees, which shall be borne by the unsuccessful party.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign ony of its rights hereunder. No rights of any kind against BMI will be acquired by the assignce if any such purported assign. ment is made by Publisher without such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address to furnished by Publisher.

TWENTY-FIRST: This agreement cannot be changed orally and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the reasining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written

BROADCAST MUSIC, INC.

hilly also

THIS OUGHT TO GET ME A NEW GUITAR

Owner

(Title of Signer)

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BA	·	AGREEMENT made on Ar ("HMI"), a New York corporation, whose Chylatopher C. Rolldan a n individual ("Publisher"), who	oril 29,1993 address to 320 West :	hetveen B	ROADCAST MUSIC, INC. York, N.V. 10019 and
		<ul> <li>n individual</li> <li>PUBLISHING ("Publisher"), who</li> </ul>	diting bij <del>ainess as</del> se address is	PORKCHOPS	AND APPLESAUCE

WITNESSETH:

to .... DOGGMDGE 31, 1997 ... and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of such initial period, or any such additional five (5) year period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such term.

SECOND: As used in this agreement, the word "works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-nunsical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership or copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all of the works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical trenscriptions, wire, tape, film or otherwise, but only for the purpose of performing such work publicly by means of radio and television or for archive or addition purposes and not for sale to the public of or synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of synclication to broadcasting stations.

C. The non-exclusive right to adapt or arrange any part or all of any of the works for performance purposes, and to license others to do to.

#### FOURTH:

the right to perform or license the priformance of more than one song or aris from a dramatic or dramaticomusical work which is an opera, operata, or musical show or more than five 155 minutes from a dramatic or dramatico-musical work which is a ballet if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of works comprising more than thirty (30) minutes of a dramatic or dramation omasical work this iright shall not apply to such performances from 11) a wore originally written for and performed as part of a theatrical or television film, (2) a score originally written for and performed as part of a continuous continuous and track or similar album of a drematic or dramatic-omasical work.

C. Publisher retains the right to issue non-exclusive licenses for performances of a work or works tother than to another performing rights licensing organizations, provided that within ten (10) days of the issuance of such license BMI is given written notice of the titles of the works and the nature of the performances so licensed by Publisher.

#### FIFTH:

A. As full consideration for all rights granted to BMI hereunder and as accurity therefor, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has performing rights:

(1) For performances of works on broadcasting stations in the United States, its territories and possessions BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by RMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

It is arknowledged that BMI licenses the works of its affiliates for performance. In an early performance, and payment for such performances and until such time as feasible methods can be devised for tabulation of and payment for such performances. In the event that during the term of this agreement BMI shall establish a system of separate payment for non-broadcasting performances. BMI shall per yellowlisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of works outside of the United States, its territories and possessions BMI will pay to Publisher all monies received by BMI in the United States from any performing regular licensing organization which are designated by such organization as the publisher's share of foreign performance royelises earned by any of the works after the deduction of BMI's then current handling charge applicable to its affiliated publishers.

(3) In the case of works which, or rights in which, are owned by Publisher jointly with one or more other publishers who have granted performing rights therein to BMI, the sum payable to Publisher under this subparagraph A shall be a por rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the foregoing provisions of this paragraph FIFTH, BML shall have no obligation to make payment hereunder with respect to 11 any performance of a work which occurs prior to the date on which BML shall have received from Publisher all of the material with respect to such work referred to in sub-paragraph A or paragraph TENTH hereof, and in the case of foreign performance, the information referred to in subparagraph B of paragraph FOHTEFENTH hereof, or (2) any performance as to which a direct license, as

Page 134 o

SIXTH: BMI will furnish statements to Publisher at least twice during each year of the term showing the number of performances of the works as computed pursuant to subparagraph A11) of paragraph FIFTH hereof, and at least once during each year of the term showing the monits are received by BMI referred to in subparagraph A12) of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for advances or amounts due to BMI from Publisher.

A. Nothing in this agreement requires BMI to continue to license the works subsequent to the termination of this agreement. In the event that BMI continues to license any or all of the works, however, BMI shall continue to make payments to Publisher for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such works to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current payments shall be calculated pursuant to BM1's then current standard practices upon the basis of the time current performances of about 100 pm of the many performances of similar compositions. Publisher agrees to notify BM1 by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights on so other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher dails so to inform BM1 thereof and BM1 makes payments to Publisher. on suring grant or purporter grant and it consider than so to more more than 100 millions and the firm a manife of any seriod after the making of any such crain or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly on demand. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher I sals known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publishers share of loreign performance rovallies earned by any of the works. Payment of such profiger oxygalizes shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers.
- C. In the event that BMI has reason to believe that Publisher will receive or is receiving payment from a performing rights licensing organization other than BMI for or based on United States perform ment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the works during a period when such works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI of the amount so paid to Publisher by such other organization or that Publisher has not been no paid. In the event that Publisher has been so paid the monies payable by BMI to Publisher for such performances during such period shall be reduced by the amount of the payment from such other organization in the event that Publisher does not supply such evidence within righteen (18) months from the date of BMI's request therefor, BMI shall be under additional control of the payment from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such works during such period.

EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings ELIGITIE: In the event that this agreement shall reminate at a time when, after crediting all carnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an urearned balance of advances paid to Publisher by BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall not be effective until the close of the Publisher shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall notify BMI by registered or certified muit that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances has been fully recouped by BML

- A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any work which in BMI's opinion I is similar to a previously existing composition and might constitute a copyright infringement, or 12 has a litle or music or lyric similar to that of a previously existing composition and might found of the properties (4) is not reasonably suitable for performance.
- B. In the case of works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such work from this agreement, or (2) to classify any such work as entitled to receive not), a sated frarion of the full results. that would otherwise be given for performances thereof.
- C. In the event that any work is excluded from this agreement pursuant to subparagraph B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELETH hereof, all rights of BMI in such work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a work is classified for less than full credit under subparagraph EQ2 of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such work, to terminate all rights in such work granted to BMI herein and all such rights of BMI in such work shall revert to Publisher thirty (30) days after the date of such notice from Publisher to BMI.

#### TENTH-

- A. With respect to each of the works which has been or shall be published or recorded com-mercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI.
- (1) Two copies of a completed clearance sheet in the form supplied by BMI, unless a cue sheet with respect to such work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.
- (2) If such work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such work setting forth the lyrics, if any, and music correctly metered; pro vided that with respect to all other works, such copy need be furnished only if requested by BMI parsuant to subsection (c) of subparsgraph D(2) of this paragraph TENTH
- (3) If such work has been or shall be symbronized with or otherwise used in connection with metror, perture or television film or tags, a one sheet showing the title, composers, publisher and nature and durati in of the use of the work in such film or tags.
- B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to works beretoline published, recorded or synchronized sodain ten (10) days after the execution of this agreement and with respect to any of the works hereafter so published, recorded, synchronized or likely to be per formed prior to the date of publication or release of the recording, film or tape or anticipated performance
- C. The submission of each elegrance sheet or one sheet shall constitute a warranty by Publishur that all of the information contained thereon is true and correct and that no performing rights in any of the works listed thereon has been granted to or reserved by others except as specifically set both therein.

### D. Publisher agrees

(1) To secure and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is 3:16-o 00049 Document 18-2 Filed on 03/20/17 in TXSD Page 135 o

afforded; and to give BMI prompt written notice of the date and number of copyright registration and/or renewal of each work registered in the United States Copyright Office.

#### (2) At BMI's request:

(a) To register each unpublished and published work in the United States Copyright Office pursuant to the Copyright Law of the United States

(b) To record in the United States Capyright Office in accordance with the Copyright Law of the United States any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publish perform and/or the right to publish, copublish or sub-publish any of the works.

empright regulation and/or remeal certificates tamed by the United States Copyright Office, any of the documents referred to in sub-section (b) above.

E. Publishes agrees to give BMI prompt notice by registered to certified mail in each instance when, pursuant to the Capaciph Law of the United States, (1) the rights granted to BMI by Publisher in one work shall revert to the writer or the writer's representative, or (2) copyright protection of any work shall terminate.

#### ELEVENTH: Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or undair competition with, any person, firm, corporation or association.

B. Except with respect to works in which the possession of performing rights by another person, firm, corporation or association is succifically set forth on a clearance where or cue when thositist to BMI possession to subparagraph A of paragraph TENTII hereof, Publisher has exclusive performing rights in each of the works by virtue of written grants thereof to Publisher singual by all the suthors and componers or other nowmen of surh works.

#### TWILLTH

of its licensees and their respective agents, servants and employees, free and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including rounsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any work by BMI or its licensees.

B. Upor the receipt by any of the parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder. BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher auch papers or true copies thereof, and BMI shall have the right to participate by coursel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

THRTEEXTH: Publisher makes, constitutes and appoints BML or its nominer, Publisher's tree and surful attorney, irrevousible during the term breed, in the ranne of BMI or that of its nominer, or in Publisher's name, or otherwise, to do all arts, take all proceedings, and cure ute, arknowledge and deliver any and all instruments, papers, documents, process or pleadings that may be necessary, preper or expedient to restain infringement of and/or to enforce and protect the rights granted by Publisher bereun ies, and to recover damages in respect of or for the intrigement or other violation of the said rights, and in BML sole judgment to join Publisher and/or others in whose names the copyrights to any of the works may stand, and to discontinuer, compromise or refer to arbitration, ony such actions or proceedings or to make any other disposition of the disputes in relation to the works; provided that any action or proceedings commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit.

#### FOURTEENTH:

this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions therein after called "foreign territories"). Uson Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the works for any foreign retrievy for which at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights be Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights however, that the performing rights however, that the performing rights hereising organization covering such foreign territory and shall have entered publisher therefor. Anothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publisher's performance royalizes examely any or or the publication, exploitation or representation of such works in such territors, whether or not BMI has entered into such a contract with a performing rights licensing organization overing such territors.

B. Publisher agrees to notice BMI promptly in writing on each instance, when publication, exploitation or other rights in any or all of the works are granted for any foreign territory. Such notice skull set forth the title of the work, the country or countries involved, the period of such grant, the name of the person, firm, ortions now or association entitled to collect performance invalues carned in the foreign retitiony and the amount of such share. Within ten (410) days after the execution of this agreement, Publisher agrees to sub- a to BMI, in virting, a list of all works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any foreign territors.

share of performance royalites cannot be any of the works in any foreign territors. Publisher shall promptly pay such royalites to the writer or writes of the works moderd. It Publisher is natide for any reason to locate and make payment to any of the writers involved within six (6) months from the date of receipt, the amounts due such writers shall be returned to BML.

#### FIFTEFNTH.

A. Publisher agrees that Publisher, its agents, employees, representatives or affiliated companies, will not directly or indirectly during the term of this agreement:

(1) Solicit or accept payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicit or accept manuscripts from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

- (3) Permit Publisher's name, or the fart of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.
- (4) Submit to BMI, as one of the works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A+11 and A(2) of the agreement and A(2) of the agreement of PFPEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher agrees that Publisher, its agents, employees or representatives will not directly or indirectly during the term of this agreement make any effort to uscertain from, or offer any inducement or osideration to, anyone, including but not limited to any broadwaing licensee of BMI or to the agents, employees or representatives of BMI or of any such licensees, for information regarding the time or times when any such BMI. itensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.
- C. Publisher agrees to notify BMI promptly in writing (1) of any change of firm name of Publisher, and (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraphs A, B or C of this paragraph FIFTEFNTH, BMI shall have the right, in its sole discretion, to terminate this agreement by giving Plantens thirty (30) days indice by registered or certified mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

payments shall not enue to running pursuant to paragraph TEVENTIETH hereof shall be returned by the post office, or 12 monies shall not have been earned by Publisher pursuant to paragraph TEVENTIETH hereof shall be returned by the post office, or 12 monies shall not have been earned by Publisher pursuant to paragraph FIETH hereof for a period of two consecutive years or more, or 13) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty 430 days notice by registered or certified mail addressed to the last address furnished by Publisher pursuant to paragraph TWENTIETH hereof and, in the case of the death of a sole proprietor, to the representative of said proprietor settler, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

no payments shall be due Publisher pursuant to paragraph SVENTH bereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall fine a petition in bankruptey, such a petition shall be filed against Publisher. Publisher shall make an assignment for the benefit of creditors, Publisher shall make an assignment for the benefit of creditors, Publisher shall fine a petition shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankrupty have publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankrupty laws or any other appliedble law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all works for which clearance sheets shall have theretofore been substituted to BMI and shall subtoget Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said works in accordance with the terms and conditions of this agreement. the terms and conditions of this agreement.

EIGHTEENTH: Any controversy or claim arking out of, or relating to, this agreement or the breach thereof, shall be settled by arbitration in the City of New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award of the arbitration may be entered in any rourd having jurisdiction thereof. Such award shall include the fixing of the expenses of the arbitration, including reasonable attorney's fees, which shall be borne by the unsuccessful party.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assign ment is made by Publisher without such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in setting of any change in its address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address to furnished by Publisher.

TWENTY-FIRST: This agreement cannot be changed orally and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

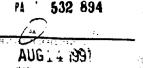
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROAUCAST MUSIC, INC.

PORKCHOPS AND APPLESAUCE PUBLISHING



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17. United States Code attests that copyright reqistration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records



OFFICIAL SEAL

United States of America DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

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sorts, dentitied in this application and that the statements made

To Tell Till application are correct to the best of my knowledge Typed or printed name and date 🛡 If this application gives a date of publication in space 3, do not sign and submit it before that date

KAREN CARTER MAIL CERTIFL

CATE TO WARNER BROS. MUSIC 9000 SUNSET BLVD, PERTHOUSE Certificate LOS ANGELES, CALIF. SOUGE will be mailed in

# 3:16-cv-00049

Document 18-2 Filed on 03/20/17 in TXXXD

Warner-Tameriane Publishing Corp Attn: Don Biederman Esq. C/O Warner/Chappell Music Inc 10585 Santa Monica Boulevard Los Angeles, CA 90025-4950

## Dear BMI Publisher:

This will confirm our understanding with respect to the modification of the agreement dated June 14, 1982 between Warner-Tamerlane Pub Corp A Delaware Corporation (herein called the "former owner") and Broadcast Music, inc., as modified, (herein called the "basic agreement"):

works embraced thereby has been sold, assigned and transferred to Warner-Tamerlane Publishing Corp A California Corporation (herein called the 'new owner"). 2. Effective as of OCTOBER 1, 1994 the new owner shall be

1. You warrant and represent that all right, title and interest of the former owner in and to the basic agreement and in and to the

deemed to have acquired all rights and assumed all obligations of the former owner in and to the basic agreement.

Except as herein specifically modified, all of the terms and conditions of the basic agreement are hereby ratified and affirmed.

ACCEPTED AND AGREED TO:

WARNER-TAMERLANE PUB CORP

Donald E Biederman (Vice President)

BROADCAST MUSIC, INC.,

May 8, 1995

Vice President

WARNER-TAMERLANE PUBLISHING CORP

By DOWNEPS

Donald E Biederman (Vice President)

CPC- ¥04/9

Page 139 of

3:16-cv-00049 Document 18-2 Filed on 03/20/17 in TXSD, Page 140 o

04020077005

ENOUGH TO CONTEND WITH SONGS c/o Pete Angelus Angelus Entertainment 269 So. Beverly Drive, Suite 346 Beverly Hills, CA 90212

Dated: July 1, 1997

TO WHOM IT MAY CONCERN:

Re: NOTICE OF ASSIGNMENT OF COPYRIGHT AND INCOME

Gentlemen:

Please be advised that effective July 1, 1997, Warner-Tamerlane Publishing Corp. has acquired all right, title and interest in and to the compositions (or fractional shares thereof) set forth on the annexed Schedule (the "Compositions").

All income of any nature, regardless of when earned, in respect of said Compositions is payable, on and after the date hereof to Warner/Chappell Husic, Inc. (Federal I.D.#: on behalf of Warner-Tamerlane Publishing Corp.

All statements, checks and correspondence relevant to the foregoing Compositions are to be directed to Warner-Tamerlane Publishing Corp., c/o Warner/Chappell Music, Inc., 10585 Santa Monica Boulevard, Los Angeles, CA 90025-4950.

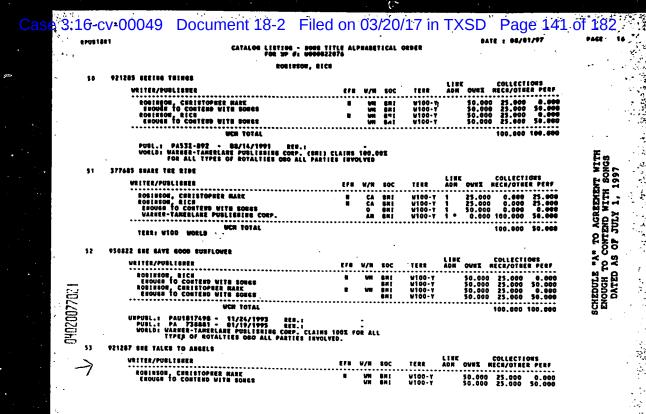
Please mark your records accordingly.

Very truly yours,

ENOUGH TO CONTEND WITH SONGS a Georgia partnership consisting of general partners Chris Robinson and Rick Robinson

By: Chale Ademi

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AGREEMENT made on February 25, 2004, between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and Warner-Tamerlanc Publishing Corp., a California corporation ("Publisher"), whose address is c/o Warner Chappell Music, Inc., 10585 Santa Monica Boulevard, Los Angeles, CA 90025.

## WITNESSETH:

- 1. The term of this agreement shall be the period from April 1, 2004 to March 31, 2007, and continuing thereafter for additional periods of three (3) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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Page 2 of 10

operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work,

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

5.

- A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

Page 3 of 10

Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

- A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.
- B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.
- 10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

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- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

#### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer's representative, or (2) copyright protection of any Work shall terminate.

Page 5 of 10

#### 13. Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

١4.

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

P800 Page 6 of 10

any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.
  - 17. BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (l) and A (2) of this paragraph 17.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (1) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

P800 Page 7 of 10

Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.
- 25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

P800 Page 8 of 10

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC  By		
"PUBLISHER"		
By (Authorized Signatory)	Leslie Bider, President(Print Name and Title of Signer)	
If your company structure is a PARTNERSHIP, all other partners must sign below:		
ByPartner	Printed Name	
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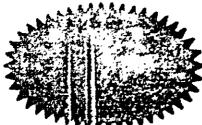
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Registration of a Claim to Copyright
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in the United States of America
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This is To Carlify that the statements set forth in this terrificate have been made a part of the records of the Copyright Office. In witness whereof the seal of the Copyright Office is bereto affixed.



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#### Unpublished musical compositions

Hou to Register a Claim. To obtain copyright registration, mail to the Register of Copyrights, Library of Congress, Washington, D.C. 20559, one complete copy of the musical composi-tion, an application Form E, properly completed and signed, and a 'ee of \$6. Manuscripts are not returned, so do not send your oily copy.

Procedure to Follow if Work Is Later Published. If the work is later reproduced in copies and published, it is necessary to make a second registration, following the procedure outlined below. To maintain copyright protection, all copies of the published edition must contain a copyright notice in the required form and position.

years, and may be renewed for a second 28-year term.

#### Published musical compositions

What It "Publication"? Publication, generally, means the sale, placing on sale, or public distribution of copies. Limited distribution of so-called "professional" copies ordinarily would not constitute publication. However, since the disiding line between a preliminary distribution and actual publication may be difficult to determine, it is wise for the author to affix notice of copyright to copies that are to be circulated beyond his control.

How to Secure Copyright in a Published Musical Composition:

- 1. Produce copies with copyright notice, by printing or other means of reproduction.
- Publish the work.

copyrit ht in unpublished form.

3. Register the copyright claim, following the instructions on page 1 of this form.

The Copyright Notice. In order to secure and maintain

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copyright protection for a published work, it is essential that

all copies published in the United States contain the statutory

or first page of music and must consist of three elements:

1. The userd "Copyright," the abbreviation "Copy," or the symbol (). Use of the symbol () may result in securing copyright in countries which are parties to the Universal Copyright Convention.

2. The year date of publication. This is ordinarily the date when copies were first placed on sale, sold, or publicly distributed. However, if the work has been registered for copyright in unpublished form, the notice should contain the year of registration; or, if there is new copyrightable matter in the published version, it should include both dates,

3. The name of the copyright owner (or owners). Example:

© John Doe 1973

NOTE: If copies are published without the required notice the right to secure copyright is lost and cannot be restored.

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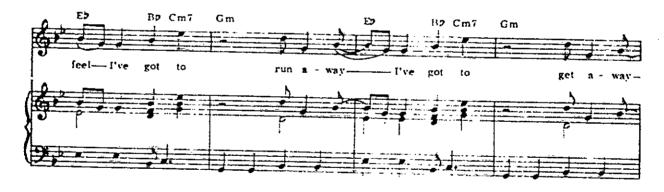
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# lanted Love

Words and Music by ED COBB















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3000 ment 18-2 Filed on 03/20/17 in TXSD 1985 between BROADCAST MUSIC, INC. wildright of the Manager of the Mana COPPORATION ("Publisher"); whose address is A-C/O Music Sales Corporat

474 Fast 122nd Street "New York: New York 10010

to MALCH 31. 1986 exterminated by either party at the end of such initial period, or any such additional five (5) year period, upon notice a by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any

SECOND: As used in this agreement, the word "works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership or copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI. its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all of the works.

the part of any of the second, and to license others to record, any part or all of any of the works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such work publicly by means of radio and television or for archive or audition purposes and not for sale to the public or for synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations.

. C.: The non-exclusive right to adapt or arrange any part or all of any of the works for performance purposes, and to license others to do so.

1.13

to the state of the rights granted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramaticomusical work which is an operatioperetta, or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

ಎಂಎರ್ಎಎಂ ಇಂಡು B.\* Publisher, together with all the writers and co-publishers, if 'any, shall had jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for and performed as part of a theatrical or television film, (2) a score originally written for and performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

are rectuling for a affile C. Publisher retains the right to issue non-exclusive licenses for performances of a work or works (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license BMI is given written notice of the titles of the works and the nature of the performancerso licensed by Publisher, a property of arms than

rising a resignment. As full consideration for all rights granted to BMI, hereunder, and as security therefor, BMI agrees to make the following payments to Publishers with respect to each of the works in which BMI has performing rights:

performing rights:

(1), For performances of works on broadcasting stations in the United States, its territories and possessions BMI will pay amounts calculated pursuant to BMI's then standard practices upon the lasis of the then current performance rates generally paid by BMI to its affiliated publishers for similar compositions. The number of performances for which Publisher shall be entitled to payment shall be stimated by BMI in accordance with its then current system of computing the number of such performances.

and appropriate the works of its affiliates for performnon-broadcasting means, but that unless and until such time as feasible methods cen be devised for tabulation of and payment for such performances, payment will be based sclely on broadcast performances. In the event that during the term of this agreement BMI shall establish a system of separate payment for non-broadcasting performances, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of works outside of the United States, its territories and possessions BMI will pay to Publisher all monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the works after the deduction of BMI's then curs ent handling charge applicable to its affiliated publishers.

and anythin registre by which (3). In the case of works which, or rights in which, are owned by Publisher jointly with one or more other publishers who have granted performing rights therein to BMI, the sum payable to Publisher under this suppersgraph A shall be a pro rate share determined on the Lasis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the foregoing provisions of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a work which occurs prior to the date on which BMI shall have received from Publisher. II of the material with respect to such work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph E of paragraph FOURTEENTH hereof, or (2) any performance as to which a direct license as described in subparagraph Cof paregraph FOURTH hereof has been granted by Publisher, its co-publisher or the

ou where is SLTH; BMI will jurnish statements to Publisher at least twice during each year of the term showing the number of performances of the works as computed pursuant to subparagraph A(1) of paragraph FIFTH hereof, and a least once during each year of the term showing the monies received by BMI referred to in subparagraph A(2) of paragraph FIFTH hereof, and a least once during each year of the term showing the monies received by BMI referred to in subparagraph A(2) of paragraph FIFTH hereof, such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, while the property of the sum thereby shown to be due to Publisher, while the property of the sum that the property of the property of the sum that the property of the paragraph of the sum that the property of the paragraph of the property o

making any payments to Publisher.

Insted in BWI in any area of the series of continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing, organizations, as the publisher's share of foreign performance royalties earned by any of the works. Payment of such foreign royalties shall be subject

to deduction of BMI's then current handling charge applicable to its affiliated publishers.

ment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the works during a period when such works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI of the amount so paid to Publisher by such other organization or that Publisher has not been so paid. In the event that Publisher has been so paid, the monies payable by BMI to Publisher for such performances during such period shall be reduced by the amount of the payment from such other organization. In the event that Publisher does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such works during such period.

reflected by statements rendered to Publisher prior to the effective date of such termination, there rending all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unstanced balance of advances paid to Publisher by BMI such termination shall not be effective until the close of the calendar, quarterly period during which (A). Publisher shall repay such unearned balance of advances, or (B) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI. at its normal accounting time showing that such unearned balance of advances has been fully recouped by BMI. at its normal notification in the quantum strip is a page to the such unearned balance of advances has been fully recouped by BMI. unsuccommin NINTH. Apper is a page to the right upon written notice to Publisher, to exclude from this agreement, at any time, any work which in BMI sopinion (1) is similar to a previously existing composition and might constitute a copyright infringement, or (2) has a title on music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition, or (3) is offensive, in had taste or against public morals, or (1) is not reasonably suitable for performance.

B. In the case of works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such work from this agreement, or (2) to classify any such work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof, steptes or succeed by a stated fraction of the full credit, that would otherwise be given for performances thereof, steptes or succeed by the performance of the full credit, that would otherwise be given for performances thereof, steptes or succeed by the formal to subparagraph or, not only a stated fraction of the full credit, that work is a second from this agreement pursuant to subparagraph A or, B of this paragraph NINTH, on pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such work shall automatically revert to Publisher ten (10) days after the date of BMI to Publisher. In the event that a work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right by giving notice to BMI within ten (10) days after the date of BMI such rights of BMI in such work shall revert to Publisher thirty (30) days after the date of such notice from Publisher to BMI depends por purpose of the publisher to BMI depends purpose of the publisher the publisher that the cover of the publisher to BMI depends por publisher the date of such work and the publisher that the date of such work and the publisher that the date of such work and the publisher that the date of such work and the publisher that the date of such work and the publisher that the date of such work and the publisher that the date of such work and the publisher that the date of such work and

mercially or synchroused with motion birthlise of deferming tithes, and the learning their considers likely to personned by a draw W. Mith respect to each of the motion they have been on splitting or mercially or a synchroused with motion birthlise of deferming the property of the performing tithing to me and the performing tithing from and the performance of the performance

expired for a quantity of (1)-Two copies of a completed clearance sheet in the form supplied by BMI unless a que sheet with respect to such work is furnished pursuant to subparagraph A (3) of this paragraph TENTH [ ] 18

SEGDAN: V(2) of such work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other works, such copy need be furnished only if requested by BMI pursuant to submit section (c), of subparagraph D(2) of this paragraph (TENTH), the contraction of the requested by the request

(3) If such work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, comporers, publisher and nature and duration of the use of the work in such film or tape! It is the beautiful to the component of the use of the work in such film or tape!

B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

The submission of each clearance sheet or cue sheet shall constitute a warranty by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the works listed thereon has been granted to or reserved by others except as specifically set forth therein.

Tables 3. A Mark D. Publisher agrees to post and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is

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Lincomont 1832. Fled of Carolina TXS afforded; and to give BMI prompt written notice of the date and number of copyright registration and/or renewal anorogen; and w give man prompt of such work registered in the United States Copyright Office. (2) At BMI's request: right Office pursuant to the Copyright Law of the United States. ight Law of the United States.
(b) To record in the United States Copyright Office in secondance with the Copyright Law of the United States any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publish perform and/or the right to publish, co-publish or sub-publish any of MUSTC CORPORA the works. (c) To obtain and deliver to BMI copies of: unpublished and published works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any of the documents referred to in sub-section (b) above. E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any work shall revert ... the writer or the writer's representative, or (2) copyright protection of any work shall terminate.

BEOVICELL WIZE INC.

ELEVENTH: Publisher warrants and represents that: (2) the last many A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation coreassociation in while sport and pane special succeeding the feature panels of marginal co B. Except with respect to works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance sheet or cue sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has exclusive performing rights in each of the works by virtue of written grants thereof to Publisher signed by all the authors and composers or other owners of such work. TWELFTHEATHOUT AND SECUREMENT OF THE SECURE of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any work by BMI or its licensees, pre inquising months in wanted B.zUpon the receipt by any of the parties herein indemnified of any notices demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced, against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate by counsel of its own through the participate by the participate by counsel of its own through the participate by the partici made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement of any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated at the application in the City of New York in modificated at the application in the City of New York in modificated at the strict and the control of t names the copyrights to any of the works may stand, and to discontinue compromise of refer to arbitration, any such action or proceedings of to make any other disposition of the disputes in relation to the works; provided that any such extion or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit; the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit; the provisions of this paragraph THIRTEENTH shall be at the provision of the provisions of this paragraph. constitute a FOURTEENTH; of money and that design to be made to be body to PELEAK WILLS acknowledged that BMI has heretofore entered into and may during the term of this lagreement; enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (hereinafter called "foreign territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the works for any foreign territory for which, at the time such request is received, BMI, has not entered into any such contract with a performing rights licensing lorganization; provided, however, that any such grant of performing rights build blisher shall derminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such foreign territory and shall have notified. Publisher thereof. Nothing berein contained, however, shall, be deemed to restrict, Publisher from assigning to its rublisher thereof, Nothing herein contained however stating to deemed to restrict, rublisher from assigning to the foreign publisher or representative the right to collect a part of all of the publishers' performance royalties earned by any or all of the works in any foreign territory as part of an agreement for the publication, exploitation or representation of such works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, explained and the publication of the publication ploitation or other rights in any or all of the works are granted for any foreign territory. Such notice shall set forth the title of the work, the country or countries involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties carned in the foreign territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect, publisher performance royalties earned in any foreign territory, not just on the cross of the property of the control of th share of performance royalties earned by any of the works in any foreign territory. Publisher shall promptly pay such royalties to the writer of the works involved. If Publisher is unable for any reason to locate and make payment to any of the writers involved within six (6) months from the date of receipt the amounts due such writers shall be returned to BML. A publisher and the writers involved within six (6) months from the date of receipt the amounts due such writers shall be returned to BML. A publisher are severation under the works of the writers are the payment to such writers.

A Publisher agree that Dallitan its account of the works in the works in the works of the writers. A. Publisher agrees that Publisher, its agents, employees, representatives or sublished companies, will not directly or indirectly during the term of this agreement: framework price many uses. (1) . Solicit or, secrept payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music or combined at authors in consequential of an author of the composers for writing lyrics to music or combined at authors in consequential of an author of the composers for writing lyrics to music or combined at authors in consequential or an author of the composers for writing lyrics to music or combined at authors for composing music for lyrics.

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[Mark of the composers of authors in consideration of any
payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication,
recording or any other services connected with the exploitation of any composition.

[Advanced Language 15 and 16 and Page other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH substants of engaged in any of the paragraph (4) Submit to BMI, as one of the works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.

The property of or indirectly during the term of this agreement make any effort to ascertain from, or offer any inducement or consideration to, anyone, including but not limited to any broadcasting licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances. C. Publisher agrees to notify BMI promptly in writing (1) of any change of firm name of Publisher, and (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall have the right, in its sole discretion, to terminate this agreement by giving Publisher at least thirty (30) days notice by registered or certified mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof. SIXTEENTH: In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by it pursuant to paragraph TWENTIETH hereof shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two connecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days notice by registered or certified mail addressed to the last address furnished by Publisher pursuant to paragraph TWENTIETH hereof and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof. The paragraph of the publisher pursuant to paragraph SEVENTH hereof. SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its, property, Publisher shall file a peti-tion for corporate reorganization or arrangement under the United States bankruptcy laws, Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts. BMI shall retain title to the performing rights in all works for which clearance sheets shall have theretofore been submitted to BMI and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said works in accordance with any subsequent purchasers from them to Publisher's right to payment of money for said works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: Any controversy or claim arising out of, or relating to, this agreement or the breach intereof, shall be settled by arbitration in the City of New York, in accordance with the Rules of the American Arbitration Association and Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. Such award shall include the fixing of the expenses of the arbitration, including reasonable attorney's fees, which shall be borne by the unsuccessful party.

NINEATEENTH: Publisher, agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terms of this agreepromptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address so furnished by Publisher. TWENTY-FIRST: This agreement cannot be changed orally and shall be governed and construed pursuant to the laws of the State of New York, "" TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement. TWENTY-THIRD: This agreement, as of its effective date, cancels and supersedes the agreement between the perties dated. MAY 19 1151 972 and all modifications thereof (herein called the "Super-seded Agreement"). All works embraced by the Superseded Agreement shall be deemed embraced by this agreement. The state of the second of the purposed of the state of the second empraced by this agreement. to the Superseded Agreement which shall not have been recouped by performances of works up to the effective date of this agreement shall be deemed to be an advance against all monies which may become payable to Publisher pursuant to this agreement and any extensions or modifications thereof or substitutions therefor. day and year first above written.

BROADCAST MUSIC, INC.

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#### **MUSIC SALES CORPORATION**

257 Park Avenue South New York, NY 10010 (212) 254-2100 Fax: (212) 254-2013 jd@musicsales.com



Date: December 7, 2001

To: Minerva Taron

BMI

212-830-3865

From: Joe Dipinto

Re: TAINTED LOVE

Copies:

Pages: 3

#### Dear Minerva:

Per your request, I am faxing the December 13, 1996 assignment from Equinox Music to Embassy Music Corp. and the page of the schedule containing the above title. If you require anything else, please let me know.

Sincereiv

Joe Dipinto

Copyright Administration Manager

Music Sales Corp./Embassy Music Corp.

Phone: 212-254-2100 Fax: 212-254-2013 jd@musicsales.com

#### ASSIGNMENT

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of One Dollar \$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, AVI MUSIC PUBLISHING GROUP, INC. doing business as EXCELLOREC MUSIC, EQUINOX MUSIC, DELIRIOUS MUSIC, CO-JAC MUSIC and NORFOLK MUSIC ("Assignor"), hereby bargains, sells, grants, transfers, assigns and sets over unto EMBASSY MUSIC CORPORATION ("Assignee"), its successors and assigns, everywhere and forever, all of its right, title and interest in and to all musical compositions now owned or controlled by Assignor, including but without limitation all the musical compositions listed on Schedule A, annexed hereto and made a part hereof but excluding only musical compositions in the catalogs of James W Music and John W Music, and all adaptations, arrangements, translations and versions thereof together with all rights and interests therein and thereto now or hereafter known or in existence, including all copyrights therein throughout the world, and all renewals and extensions thereof, with the right in Assignee of copyrighting the same and with the full right, power and authority in the sole discretion of Assignee to utilize for any and every use and purpose whatsoever the whole and each and every part thereof.

IN WITNESS WHEREOF, Assignor has executed this instrument this 13th day of December, 1996.

AVI MUSIC PUBLISHING GROUP, INC., doing business as EXCELLOREC MUSIC, EQUINOX MUSIC, DELIRIOUS MUSIC, CO-JAC MUSIC and MORFOLK MUSIC

HARRY ANGER, President

#### <u>ACKNOWLEDGMENT</u>

STATE OF CALIFORNIA ) ) ss.: COUNTY OF LOS ANGELES )

On December \_\_, 1996 before me personally came Harry Anger to me known, who, by me duly sworn, did depose and say that deponent is the President of AVI Music Publishing Group, Inc. the corporation described in, and which executed the foregoing agreement, that deponent knows the seal of the corporation, that the seal affixed to the agreement is the corporate seal, that it was affixed by order of the board of the corporation; and that deponent signed deponent's name by like order.

Notary Public



	SONG NO.	SONG TITLE CO-PUBLISHER(S)		SONG WRITER(S)
	328	TAINTED LOVE		COBB, ED
	333	TAKE A LOAD OFF ME		THOMAS, EDDIE KRANEN, HENRY
	330	TAKE A LOOK INSIDE MY HEART FORSYTHE MUSIC, 55%	1982	BENOIT, DAVID RIORDAN, MONICA CHAN, ARLO
	331 <u>.</u>	TAKE EACH DAY AS IT COMES TRICYCLE MUSIC, 50%		BURGAN, JERRY
-r.	332	TAKE IT FOR WHAT IT'S WORTH		LEWIS, MICHAEL RINDER, LAUREN
	516	TAKE ME ON YOUR MAGIC RIDE	1969	BENNETT, DONALD
	517	TAKING THE PLUNGE MINOR SATRYON		WILLIAMS, DAVE SIGMAN, JEFF DUCKET, THOMAS
	334	TASTE OF GHOSTS LAND-BURG MUSIC, 66 2/3%	1977	LEWIS, MICHAEL RINDER, LAUREN
	518	TEARS OF JOY	1975	BRYSON, MARK DULSKI
	335	TELL ME QUALITY MUSIC, 50%	1982	PAULIN, N.

### FORM CORDS

For a Work of the Performing Arts
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

PA 1-167-183

EFFECTIVE DATE OF REGISTRATION
March 15, 2007

Application received:	16Mar07
Fee received:	16Mar07
Deposit received:	15Mar07

#### TITLE OF WORK:

YOU KNOW I'M NO GOOD as contained in "BACK TO BLACK" ISLAND RECORDS GROUP #171 304 1

#### NATURE OF WORK:

WORDS AND MUSIC

Name of Author:	AMY WINEHOUSE
"Work made for hire"?	No
Anonymous contribution?	No
Pseudonymous contribution?	No
Citizen of:	UNITED KINGDOM
Domiciled in:	
Nature of authorship:	WORDS & MUSIC
MEAN OF CUELORS	

#### YEAR OF CREATION:

2006

PUBLICATION:

Date: October 30, 2006 Nation: UNITED KINGDOM

#### COPYRIGHT CLAIMANT(S):

Claimant #1:

EMI MUSIC PUB. LTD. (C/O EMI BLACKWOOD MUSIC INC.)

810 7TH AVENUE, 36TH FLOOR

NEW YORK, NY 10019

#### TRANSFER:

BY VIRTUE OF WRITTEN AGREEMENT

PREVIOUS REGISTRATION: Has registration for this work or for an earlier version of this work already been made in the Copyright Office?

No

DEPOSIT ACCOUNT: The fee for this registration has been charged to the following account:

Name: EMI MUSIC PUBLISHING (CORDS)

Account Number: 090557

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**Copyright Office Annotations:** 

Examined by: db Correspondence: No

CORRESPONDENCE: Correspondence about this application may be addressed to:

EMI MUSIC PUBLISHING

810 7TH AVENUE, 36TH FLOOR

NEW YORK, NY 10019

Daytime phone number: 212-830-5107 Evening phone number: 212-830-5107 FAX number: 212-830-5198

Email address: rcabiltes@emimusicpub.com

#### PERSON TO CONTACT FOR RIGHTS AND PERMISSIONS:

EMI MUSIC PUBLISHING Attn: RON CABILTES

810 7TH AVENUE, 36TH FLOOR

NEW YORK, NY 10019

Daytime phone number: 212-830-5107 FAX number: 212-830-5198

Email address: rcabiltes@emimusicpub.com

I, the undersigned, hereby certify that I have the authority to submit this application and that the statements made herein are correct to the best of my knowledge.

/C=US/ST=AL/O=EMI Music Publishing/OU=Copyright/CN=Ronald Cabiltes/ The digital signature of the applicant is on file.

End of Copyright Registration Data

This space is intentionally left blank.

#### MAIL CERTIFICATE TO:

EMI MUSIC PUBLISHING ATTN: RON CABILTES

810 7TH AVENUE, 36TH FLOOR

NEW YORK, NY 10019

<sup>\* 17</sup> U.S.C. § 506(c).Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



AGREEMENT made on January 23, 2006 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y.10019-3790 and EMI Blackwood Music Inc., a Connecticut corporation ("Publisher"), whose address is c/o EMI Entertainment World Inc., 810 Seventh Avenue, New York, NY 10019-5818

#### WITNESSETH:

- 1. The term of this agreement shall be the period from April 1, 2005 to December 31, 2008, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

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A As full consideration for all rights granted to RMI bereunder and as si

- A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

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Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an uncarned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.

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10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which many continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed. Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

#### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer's representative, or (2) copyright protection of any Work shall terminate.

#### 13. Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

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- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise. in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.
  - 17. BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (1) and A (2) of this paragraph 17.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (1) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

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Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days clapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.
- 25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day

BROADCAST MUSIC, INC	En A
By Wice President	
By(Authorized Signatory)	Martin Bandier, Chairman and CEO(Print Name and Title of Signer)
If your company structure is a PART	NERSHIP, all other partners must sign below:
By Partner	Printed Name
ByPartner	Printed Name

and year first above written.

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AGREEMENT made as of this 2nd day of June 1989 BETWEEN EMI MUSIC PUBLISHING LIMITED of 127 Charing Cross Road, London WC2H OEA, England ("the Owner") of the one part and EMI APRIL MUSIC INC. and EMI BLACKWOOD MUSIC INC. both of 1290 Avenue of the Americas, New York, NY 16104, U.S.A. ("the Publisher") of the other part.

WHEREAS IT IS AGREED as follows: -

#### 1. DEFINITIONS: -

In this Agreement the following terms shall where the context so requires or admits have the following meanings:-

- (a) "the Owner" shall mean EMI Music Publishing Limited together with all of its subsidiary companies and its and their trading names as set out in the Schedule hereto and marked Annexure 'A' including, without limitation, EMI Songs Limited and EMI United Partnership Limited (together "NewCos"), which list may be added to or reduced during the Term.
- (b) "the Term" shall mean the initial period of 1 (one) month commencing on the date hereof. The Term shall be automatically renewed for additional periods of 1 (one) month each from the expiration of the initial period unless either party shall sent notice to the other prior to the expiration of any such 1 (one) month period. In the event that such notice is sent the term will expire on the last day of the month in which it was given.
- (c) "the Compositions" shall mean:
  - (i) the Prior Compositions, and
- (ii) the words and music of all musical compositions hereafter acquired or controlled by the Owner during the Term pursuant to agreements entered into on or after 2nd June 1989 other than in the case of the NewCos insofar as the Owner has acquired rights therein for the Licensed Territory, and
- (iii) the words and music of any other musical compositions presently owned or controlled by the Owner which the Owner and the Publisher agree during the Term shall be made available to the Publisher for the Licensed Territory, and
- (iv) notwithstanding anything to the contrary contained herein the words and music of the musical compositions included or to be included in the KPM Music Limited Recorded Music Library, the Berry Music Company Limited Conroy Library, the Themes International (Music) Limited Recorded Music Library and the Francis Day and Hunter Limited Mood Music Recorded Library are excluded from this Agreement.
- (d) "the Prior Compositions" shall mean all those musical compositions which are the subject matter of all agreements between

NewCos and EMI Entertainment World Inc. prior to this Agreement, the rights in which have reverted to the Owner upon the expiry of the said prior agreements.

- (e) "the Licensed Territory" shall mean the territory of the United States of America, Canada and save in the case of Compositions owned and/or controlled by the NewCos, Israel.
- (f) "IMP" shall mean International Music Publications of Southend Road, Woodford Green, Essex IG8 8HN, England.
- (g) "Videogram" shall mean audic visual records or similar contrivances where the audio-visual content is 50% (or more) of the running time of such contrivance (including but without limitation computer software incorporating not only sonic reproduction of the Compositions but also visual reproduction of the lyrics thereto on a screen or by a print out).

#### 2. GRANT OF RIGHTS:-

In consideration of the royalties hereinafter agreed to be paid and of the obligations on the Publisher's part contained herein the Owner hereby grants by way of licence only to the Publisher subject to the terms and conditions hereof (and in particular to Clauses 4 and 9 hereof) the following rights in and to the Compositions and each of them to the extent that the Owner owns or controls the Compositions for the Licensed Territory for the Term.

- (a) (i) The non-exclusive right to print publish and sell the same in any and all parts of the Licensed Territory and the non-exclusive right to include any of the Compositions in any album book or folio. The only third party having the right to print publish and sell copies of the Compositions in the Licensed Territory is IMP.
- (ii) In the event that the Publisher or the Publisher's licensee in the Licensed Territory should reject any particular printed project of the Owner than the Owner shall be free to appoint a third party in place of the Publisher or the Publisher's licensee insofar as it is nacessary to comply with Owner's prior contractual commitments with third parties.
- (iii) The Owner shall from time to time inform the Publisher of Compositions which may not be included in any album, book, folio, newspaper, magazine or periodical or where such right is limited in which case the Publisher agrees to abide by the direction of the Owner in each case.
- (iv) Subject to any pre-existing arrangements or agreements entered into by the Owner with any third party and sub-clause (i) above the Publisher shall have the exclusive right to import publications containing the Compositions or any of them into the Licensed Territory for sale in the Licensed Territory only.

- (v) The grant of rights made in this sub-clause (a) does not include the Copyright in the artwork and the compilation (if any) in respect of publications produced by or on behalf of the Owner cutside the Licensed Territory. In the event that the Publisher should wish to use any such artwork and/or compilation in its own publications the Publisher may do so having first obtained the prior written permission of the relevant Copyright owner in each case.
  - (b) The exclusive right to collect all monies arising from the local performing right societies in the Licensed Territory from the issuance of licences for public performance, including broadcasting or television (whether by conventional means or by cable or satellite or such other means as may be devised). For the evoidance of doubt no person firm or company (including but without limitation the Publisher) other than the appropriate performing right societies in the Licensed Territory has any right to deal in performing and broadcast rights.
  - (c) The exclusive right to authorise mechanical or electrical reproduction in the making of audio gramophone records or similar contrivances or such other media for audio only reproduction as may be devised or utilised (including any audio-visual record or similar contrivance where the audio-visual content is less than 50% of the running time) for sale to the public in the Licensed Territory and to collect all mechanical royalties and fees payable on audio gramophone records or similar contrivances or such other media for audio only reproduction as may be devised or utilised sold in the Licensed Territory wherever manufactured.
  - (d) (i) The exclusive right to authorise mechanical or electrical reproduction in the manufacture of copies of Videograms in the Licensed Territory and to collect all royalties and fees payable on such Videograms regardless of where the same may be sold, PROVIDED THAT the Publisher shall obtain the Owner's prior written permission in respect of each such licence granted for the use of any of the Compositions and PROVIDED FURTHER THAT the Publisher shall forthwith send to the Owner details of all video licences issued by the Publisher or on its behalf.
  - (ii) The Owner reserves unto itself the exclusive right to authorise mechanical or electrical reproduction in the manufacture of copies of Videograms in all countries of the world outside the Licensed Territory for sale to the public (including in the Licensed Territory) and to collect all royalties and fees payable on such Videograms aforesaid.
  - (e) The exclusive right to grant non-exclusive world licences for the recording, reproduction and use of the Compositions in and in connection with motion pictures or television productions (including but without limitation commercials and advertisements) intended to be used in any media now known or hereafter devised (including but without limitation cable and satellite television) produced in the Licensed Territory and the making of copies thereof, of exporting such copies to all countries of the world,

Publisher. This Agreement constitutes the entire agreement between Owner and Publisher at the date hereof with regard to the sub-publishing of the Compositions and the parties hereto enter into it solely on that basis without reliance on any other representations whatsoever.

#### 24. PROPER LAW: - '

- (a) This Agreement shall be governed by the laws of England and the High Court of Justice in England shall be the Court of Jurisdiction.
- (b) Nothing contained in this Agreement shall in any way restrict the Owner's and the Publisher's rights pursuant to the Treaty of Rome and any subsidiary or amending legislation or agreements relating thereto.

SIGNED by

AND by
Directors for and on behalf
of EMI MUSIC PUBLISHING
LIMITED

SIGNED by

AND by Directors for and on behalf of EMI APRIL MUSIC INC.

SIGNED by

AND by Directors for and on behalf of EMI BLACKWOOD MUSIC INC.